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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY J. [Signature] DEPUTY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

10 **OAKLEY, INC.**, a Washington
11 corporation,

12 Plaintiff,

13 vs.

14 **BIG 5 CORPORATION**, a Delaware
15 corporation and **STYLE EYES**
16 **OPTICS**, a California corporation,

17 Defendants.
18

Case No.:

COMPLAINT FOR PATENT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, AND UNFAIR
COMPETITION AND FALSE
DESIGNATION OF ORIGIN

JURY TRIAL

19 Plaintiff OAKLEY, INC. (hereinafter referred to as "Oakley") hereby
20 complains of Defendants BIG 5 CORPORATION (hereinafter referred to as "Big
21 5") and STYLE EYES OPTICS (hereinafter referred to as "Style Eyes" and
22 collectively referred to as "Defendants") and alleges as follows:
23

24 **JURISDICTION AND VENUE**

25 1. Jurisdiction over this action is founded upon 15 U.S.C. § 1121, and 28
26 U.S.C. §§ 1331 and 1338.

27 2. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) and 28 U.S.C. §
28 1400(b). The Defendants sold infringing products in this district, attempted to pass

1 off infringing products in this district, have directed sales and marketing efforts
2 toward this district and/or own or operate retail stores in this judicial district.

3 THE PARTIES

4 3. Plaintiff Oakley is a corporation organized and existing under the laws
5 of the State of Washington, having its principal place of business at One Icon,
6 Foothill Ranch, California 92610 and doing business within this judicial district.

7 4. Oakley is informed and believes, and thereupon alleges that
8 Defendant Big 5 Corporation is a Delaware corporation doing business at 2525
9 East El Segundo Blvd, El Segundo, California 90245, and also doing business
10 within this judicial district at multiple retail locations.

11 5. Oakley is informed and believes, and thereupon alleges that
12 Defendant Style Eyes Optics is a California corporation doing business at 824
13 West 18th Street, Costa Mesa, California 92627, and is doing business within this
14 judicial district.

15 FACTUAL BACKGROUND

16 6. As early as 1985, Oakley has been and continues to be actively
17 engaged in the manufacture and sale of high quality sport sunglasses under various
18 product lines. Oakley is the manufacturer and retailer of several lines of
19 sunglasses, including its "Canteen"®, "Monster Dog"®, and "Switch" eyeglass
20 lines. These eyeglasses have enjoyed substantial success.

21 7. Oakley is the owner by assignment of U.S. Design Patent No.
22 D565,088, duly and lawfully issued on March 25, 2008, describing and claiming
23 the invention entitled "EYEGLASS AND EYEGLASS COMPONENTS," which is
24 embodied by the *Canteen* eyeglass, made and sold by Oakley. A correct copy of
25 U.S. Design Patent No. D565,088 is attached hereto as Exhibit 1.

26 8. Oakley is informed and believes, and thereupon alleges that the
27 Defendant is selling sunglasses that copy the design of the D565,088 patent of
28 Oakley. The infringing eyeglass bears a "Boarders" tag, which Oakley is informed

1 and believes is manufactured by Style Eyes. The model is identified as
2 SKU#1443548 5W. The *Canteen* copy sunglass sold by Defendant embodies the
3 subject matter claimed in Oakley's design patent referred to above without any
4 license thereunder and is thereby infringing said patent. Oakley is informed and
5 believes and based thereon alleges that Defendant Style Eyes manufactures and
6 sells this eyeglass to Big 5 and others. Oakley is informed and believes, and
7 thereupon alleges, that Defendant Big 5 has been and is selling this eyeglass in its
8 retail locations.

9 9. Oakley is the owner by assignment of U.S. Design Patent No.
10 D496,680, duly and lawfully issued on September 28, 2004, describing and
11 claiming the invention entitled "EYEGLASS FRONT," which is embodied by the
12 *Monster Dog* eyeglass, made and sold by Oakley. A correct copy of U.S. Design
13 Patent No. D496,680 is attached hereto as Exhibit 2.

14 10. Oakley is the owner by assignment of U.S. Design Patent No.
15 D513,275, duly and lawfully issued on December 22, 2005, describing and
16 claiming the invention entitled "EYEGLASS" which is embodied by the *Monster*
17 *Dog* eyeglass, made and sold by Oakley. A correct copy of U.S. Design Patent No.
18 D513,275 is attached hereto as Exhibit 3.

19 11. Oakley is informed and believes, and thereupon alleges that the
20 Defendant is selling sunglasses that copy the design of the D565,088 patent of
21 Oakley. The infringing eyeglass bears a "Boarders" tag, which Oakley is informed
22 and believes is manufactured by Style Eyes. The model is identified as
23 SKU#1443548 5A. The *Monster Dog* copy sunglass sold by Defendant embodies
24 the subject matter claimed in Oakley's design patent referred to above without any
25 license thereunder and is thereby infringing said patent. Oakley is informed and
26 believes and based thereon alleges that Defendant Style Eyes manufactures and
27 sells this eyeglass to Big 5 and others. Oakley is informed and believes, and
28 thereupon alleges, that Defendant Big 5 has been and is selling this eyeglass in its

1 retail locations. Oakley is informed that model KFR3624M is also identified by
2 Style Eyes as its Halfmoon-J model.

3 12. Oakley is the owner by assignment of U.S. Design Patent No.
4 D473,583, duly and lawfully issued on April 22, 2003, describing and claiming the
5 invention entitled "EYEGLASS FRONT" which is embodied by the *Switch*
6 eyeglass, made and sold by Oakley. A correct copy of U.S. Design Patent No.
7 D473,583 is attached hereto as Exhibit 4.

8 13. Oakley is informed and believes, and thereupon alleges that
9 Defendant Style Eyes, is selling sunglasses that copy the design of Oakley's
10 D473,583 patent. Defendant Style Eyes' copy *Switch* sunglass is sold as its
11 "Fullmoon-J", model number K6556M. The *Switch* copy sunglass sold by
12 Defendant Style Eyes embodies the subject matter claimed in Oakley's design
13 patent referred to above without any license thereunder and is thereby infringing
14 said patent. Oakley is informed and believes and based thereon alleges that
15 Defendant sold their imitation Oakley sunglass in multiple retail locations.

16 14. Oakley is the owner by assignment of U.S. Patent No. 5,387,949, duly
17 and lawfully issued on February 7, 1995, describing and claiming the invention
18 entitled "EYEGLASS CONNECTION DEVICE" that protects the described and
19 claimed technology, which is embodied by Oakley's "Zero"®, "Half Jacket"®, and
20 "Flak Jacket"® lines of eyeglasses. A correct copy of U.S. Patent No. 5,387,949 is
21 attached hereto as Exhibit 5.

22 15. Oakley is informed and believes, and thereupon alleges that
23 Defendant Style Eyes, is selling sunglasses that copy the claimed technology of
24 Oakley's 5,387,949,583 patent. In particular, Oakley alleges that Defendant Style
25 Eyes "Core" and "Pro 33" sunglass models embody the subject matter claimed in
26 Oakley's utility patent referred to above without any license thereunder and is
27 thereby infringing said patent. Oakley is informed and believes and based thereon
28

1 alleges that Defendant sold their imitation Oakley sunglass in Big 5 retail
2 locations.

3 16. Oakley is the exclusive licensee of Fox Racing, Inc. (hereinafter
4 referred to as "Fox") for eyeglasses. Oakley designs, manufactures and sells a line
5 of sunglasses for Fox that bears the "FOX" brand name. Under the license
6 agreement between Oakley and Fox, Oakley is authorized to enforce the Fox
7 trademarks associated with eyeglasses.

8 17. Fox is the owner of federally registered trademark no. 3,160,138. A
9 true and correct copy of this trademark is attached hereto and incorporated by
10 reference as Exhibit 6.

11 18. Fox has been using its trademarks in association with eyeglasses since
12 at least as early as 2005, which use has been continuous through the date of this
13 lawsuit. The Fox trademark registration referred to above is in full force and effect.
14 The trademarks and the good will of the business of Fox and exclusively licensed
15 to Oakley, in connection with which the trademarks have been used and have never
16 been abandoned. Fox and Oakley continue to preserve and maintain their
17 respective rights with respect to this trademark registration.

18 19. The trademark above is inherently distinctive in appearance and has
19 become, through widespread public acceptance, a distinctive designation of the
20 source of origin of goods offered by Fox and sold by Oakley, and has,
21 consequently, acquired secondary meaning in the marketplace and constitute an
22 asset of incalculable value as a symbol of Fox eyewear and its quality goods and
23 good will.

24 20. Plaintiff is informed and believes, and based thereon alleges, that
25 Defendants, and each of them, and their agents, employees, and servants have
26 advertised and sold products bearing the trademark "Fox," which advertisements
27 and products are confusingly similar to that of the Oakley's trademarks, and are,
28 therefore, an infringement of the described trademark. Defendants' products are

1 available at retail and otherwise in similar channels and in competition with
2 Oakley.

3 21. Since 2005, Fox and Oakley have expended large sums of money in
4 the promotion of all of its eyeglass line utilizing the Fox logo. As a result of these
5 promotional efforts, Fox eyewear products have become and are now widely
6 known by the Fox mark and are recognized in this District and elsewhere as
7 emanating from and authorized by Fox.

8 22. Fox's eyeglasses and their connection with the Fox mark has become,
9 through widespread public acceptance, a distinctive designation of the source of
10 origin of goods offered by Fox and an asset of incalculable value as a symbol of
11 Fox and its quality goods and good will.

12 23. Oakley is informed and believes and thereupon alleges that the
13 Defendants' "Fox" sunglass is designed, manufactured, packaged, advertised,
14 displayed and sold expressly to deceive customers desirous of purchasing products
15 authorized by Fox or to profit from the demand created by Fox and Oakley for
16 distinctive Fox eyewear.

17 24. Plaintiff is further informed and believes and thereupon alleges that
18 the presence of Defendants' products in the marketplace damages the value of
19 Oakley's trademark exclusive rights. The presence of the products in the
20 marketplace is likely to diminish the apparent exclusivity of the genuine Fox
21 products thereby dissuading potential customers who otherwise would have sought
22 Fox products. Upon information and belief, Oakley alleges that such deception has
23 misled and continues to mislead and confuse many of said purchasers to buy the
24 products sold by Defendants and/or has misled non-purchasers to believe the
25 products emanate from or are authorized by Fox.

26 25. Defendants have received written notice of Oakley's proprietary rights
27 in its patents by way of this lawsuit. Further, Defendants have received
28 constructive notice of Oakley's patents as Oakley caused its patents to be placed

1 plainly on the product and/or packaging. Despite actual and constructive
2 knowledge, Defendants continue to infringe Oakley's patent rights. On information
3 and belief, such infringement by Defendants must have been willful and wanton.

4 26. Oakley is informed and believes and thereupon alleges that the sale of
5 the unauthorized, infringing sunglasses has resulted in lost sales, has reduced the
6 business and profit of Oakley, and has greatly injured the general reputation of
7 Oakley due to the inferior quality of the copies, all to Oakley's damage in an
8 amount not yet fully determined.

9 27. The exact amount of profits realized by Defendant as a result of its
10 infringing activities, are presently unknown to Oakley, as are the exact amount of
11 damages suffered by Oakley as a result of said activities. These profits and
12 damages cannot be accurately ascertained without an accounting.

13 **FIRST CLAIM FOR RELIEF**
14 **Patent Infringement**
15 **(Against Defendants Big 5 and Style Eyes)**

16 28. The allegations of paragraphs 1 through 27 are repeated and realleged as
17 though fully set forth herein.

18 29. This is a claim for patent infringement, and arises under 35 U.S.C.
19 Sections 271 and 281.

20 30. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

21 31. Oakley is the owner of U.S. Design Patent No. D565,088, which
22 protects the ornamental design of an eyeglass embodied by Oakley's *Canteen*
23 eyewear. A true and correct copy of U.S. Design Patent No. D565,088 is attached
24 hereto as Exhibit 1. By statute, the patent is presumed to be valid and enforceable
25 under 35 U.S.C. § 282.

26 32. Defendants Big 5 and Style Eyes, through their agents, employees and
27 servants, manufactured, imported, and sold, without any rights or license,
28

1 sunglasses which fall within the scope and claim contained in U.S. Design Patent
2 No. D565,088.

3 33. Oakley is informed and believes and thereupon alleges that
4 Defendants willfully infringed upon Oakley's exclusive rights under this patent,
5 with full notice and knowledge thereof.

6 34. Oakley is informed and believes and thereupon alleges that
7 Defendants have derived, received and will continue to derive and receive from the
8 aforesaid acts of infringement, gains, profits and advantages in an amount not
9 presently known to Oakley. By reason of the aforesaid acts of infringement,
10 Oakley has been, and will continue to be, greatly damaged.

11 35. Defendants may continue to infringe U.S. Design Patent No.
12 D565,088 to the great and irreparable injury of Oakley, for which Oakley has no
13 adequate remedy at law unless the Defendant is enjoined by this court.

14 **SECOND CLAIM FOR RELIEF**
15 **Patent Infringement**
16 **(Against Defendants Big 5 and Style Eyes)**

17 36. The allegations of paragraphs 1 through 27 are repelled and realleged as
18 though fully set forth herein.

19 37. This is a claim for patent infringement, and arises under 35 U.S.C.
20 Sections 271 and 281.

21 38. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

22 39. Oakley is the owner of U.S. Design Patent No. D496,680, which
23 protects the ornamental design of an eyeglass front embodied by Oakley's *Monster*
24 *Dog* eyewear. A true and correct copy of U.S. Design Patent No. D496,680 is
25 attached hereto as Exhibit 2. By statute, the patent is presumed to be valid and
26 enforceable under 35 U.S.C. § 282.

27 40. Defendants Big 5 and Style Eyes, through their agents, employees and
28 servants, manufactured, imported, and sold, without any rights or license,

1 sunglasses which fall within the scope and claim contained in U.S. Design Patent
2 No. D496,680.

3 41. Oakley is informed and believes and thereupon alleges that
4 Defendants willfully infringed upon Oakley's exclusive rights under this patent,
5 with full notice and knowledge thereof.

6 42. Oakley is informed and believes and thereupon alleges that
7 Defendants have derived, received and will continue to derive and receive from the
8 aforesaid acts of infringement, gains, profits and advantages in an amount not
9 presently known to Oakley. By reason of the aforesaid acts of infringement,
10 Oakley has been, and will continue to be, greatly damaged.

11 43. Defendants may continue to infringe U.S. Design Patent No.
12 D496,680 to the great and irreparable injury of Oakley, for which Oakley has no
13 adequate remedy at law unless the Defendants are enjoined by this court.

14 **THIRD CLAIM FOR RELIEF**
15 **Patent Infringement**
16 **(Against Defendants Big 5 and Style Eyes)**

17 44. The allegations of paragraphs 1 through 27 are repelled and realleged as
18 though fully set forth herein.

19 45. This is a claim for patent infringement, and arises under 35 U.S.C.
20 Sections 271 and 281.

21 46. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

22 47. Oakley is the owner of U.S. Design Patent No. D513,275, which
23 protects the ornamental design of an eyeglass embodied by Oakley's *Monster Dog*
24 eyewear. A true and correct copy of U.S. Design Patent No. D513,275 is attached
25 hereto as Exhibit 3. By statute, the patent is presumed to be valid and enforceable
26 under 35 U.S.C. § 282.

27 48. Defendants Big 5 and Style Eyes, through their agents, employees and
28 servants, manufactured, imported, and sold, without any rights or license,

1 sunglasses which fall within the scope and claim contained in U.S. Design Patent
2 No. D513,275.

3 49. Oakley is informed and believes and thereupon alleges that
4 Defendants willfully infringed upon Oakley's exclusive rights under this patent,
5 with full notice and knowledge thereof.

6 50. Oakley is informed and believes and thereupon alleges that
7 Defendants have derived, received and will continue to derive and receive from the
8 aforesaid acts of infringement, gains, profits and advantages in an amount not
9 presently known to Oakley. By reason of the aforesaid acts of infringement,
10 Oakley has been, and will continue to be, greatly damaged.

11 51. Defendants may continue to infringe U.S. Design Patent No.
12 D513,275 to the great and irreparable injury of Oakley, for which Oakley has no
13 adequate remedy at law unless the Defendants are enjoined by this court.

14 **FOURTH CLAIM FOR RELIEF**
15 **Patent Infringement**
16 **(Against Defendant Style Eyes)**

17 52. The allegations of paragraphs 1 through 27 are repled and realleged as
18 though fully set forth herein.

19 53. This is a claim for patent infringement, and arises under 35 U.S.C.
20 Sections 271 and 281.

21 54. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

22 55. Oakley is the owner of U.S. Design Patent No. D473,583, which
23 protects the ornamental design of an eyeglass embodied by Oakley's *Switch*
24 eyewear. A true and correct copy of U.S. Design Patent No. D473,583 is attached
25 hereto as Exhibit 4. By statute, the patent is presumed to be valid and enforceable
26 under 35 U.S.C. § 282.

27

28

1 56. Defendant Style Eyes, through its agents, employees and servants,
2 manufactured, imported, and sold, without any rights or license, sunglasses which
3 fall within the scope and claim contained in U.S. Design Patent No. D473,583.

4 57. Oakley is informed and believes and thereupon alleges that Defendant
5 Style Eyes willfully infringed upon Oakley's exclusive rights under this patent,
6 with full notice and knowledge thereof.

7 58. Oakley is informed and believes and thereupon alleges that Defendant
8 Style Eyes has derived, received and will continue to derive and receive from the
9 aforesaid acts of infringement, gains, profits and advantages in an amount not
10 presently known to Oakley. By reason of the aforesaid acts of infringement,
11 Oakley has been, and will continue to be, greatly damaged.

12 59. Defendant Style Eyes may continue to infringe U.S. Design Patent
13 No. D473,583 to the great and irreparable injury of Oakley, for which Oakley has
14 no adequate remedy at law unless the Defendant is enjoined by this court.

15 **FIFTH CLAIM FOR RELIEF**
16 **Patent Infringement**
17 **(Against Defendant Style Eyes)**

18 60. The allegations of paragraphs 1 through 27 are repelled and realleged as
19 though fully set forth herein.

20 61. This is a claim for patent infringement, and arises under 35 U.S.C.
21 Sections 271 and 281.

22 62. Jurisdiction is founded upon 28 U.S.C. §§ 1331 and 1338.

23 63. Oakley is the owner of U.S. Patent No. 5,387,949, which protects the
24 eyeglass connection device that protects the described and claimed technology for
25 an eyeglass connection device. A true and correct copy of U.S. Design Patent No.
26 5,387,949 is attached hereto as Exhibit 5. By statute, the patent is presumed to be
27 valid and enforceable under 35 U.S.C. § 282.

66. Oakley is informed and believes and thereupon alleges that Defendant Style Eyes has derived, received and will continue to derive and receive from the aforesaid acts of infringement, gains, profits and advantages in an amount not presently known to Oakley. By reason of the aforesaid acts of infringement, Oakley has been, and will continue to be, greatly damaged.

67. Defendant Style Eyes may continue to infringe U.S. Design Patent No. 5,387,949 to the great and irreparable injury of Oakley, for which Oakley has no adequate remedy at law unless the Defendant is enjoined by this court.

Trademark Infringement Under 15 U.S.C. § 1114

68. The allegations of paragraphs 1 through 27 are replied and realleged as though fully set forth herein.

69. This is a claim for trademark infringement, and arises under 15 U.S.C. § 1114 against Defendant Style Eyes.

70. Jurisdiction is founded upon 15 U.S.C. § 1121.

12

1 72. The mark has been in use in commerce in connection with the sale of
2 Fox eyewear continuously since at least as early as its respective date of issue. The
3 mark appears clearly on packaging, advertisements, product brochures, and on Fox
4 products.

5 73. Defendant, through its agents, employees and servants, have
6 manufactured, imported, advertised, offered for sale, and/or sold products bearing
7 the Fox mark without authority from Fox or Oakley for doing so. Specifically,
8 Defendant is selling a sunglass named "Fox," which Plaintiff believes infringes its
9 rights in the registered trademark.

10 74. Plaintiff is informed and believes, and thereupon alleges, that
11 Defendant's use of Oakley's registered trademarks in commerce constitutes
12 trademark infringement, false designation or origin, a false description or
13 representation of goods and wrongfully and falsely represents to the consuming
14 public that the Defendants' advertising and products bearing the Fox trademark
15 originated from or somehow are authorized by Fox.

16 75. Plaintiff is informed and believes, and thereupon alleges, that
17 Defendant's unauthorized use of Fox's registered trademark has caused confusion
18 in the marketplace as to the source of origin of Defendant's products and has
19 caused damage to Oakley within this jurisdictional district.

20 76. Plaintiff is informed and believes, and thereupon alleges, that
21 Defendant willfully infringed upon Fox's exclusive rights under its trademark with
22 the intent to trade upon the good will of Fox and to injure Fox and Oakley.

23 77. Plaintiff is informed and believes, and thereupon alleges, that
24 Defendant has derived, received, and will continue to derive and receive from the
25 aforesaid acts of infringement, gains, profits, and advantages in an amount not yet
26 ascertainable, but will be determined at the time of trial.

27 78. Plaintiff is informed and believes, and thereupon alleges, that
28 Defendant will continue to infringe the registered Fox trademark to the great and

1 irreparable injury of Oakley, for which Oakley has no adequate remedy at law
2 unless Defendant is enjoined by this court.

3 79. Plaintiff has been damaged in this judicial district as a result of the
4 Defendant's infringement of its trademark.

5 **SEVENTH CLAIM FOR RELIEF**
6 **Unfair Competition and False Designation of Origin**
7 **Under 15 U.S.C. § 1125(a)**
8 **(Against Defendant Style Eyes)**

9 80. The allegations of paragraphs 1 through 27 and 68 through 79 are
10 repled and realleged as though fully set forth herein.

11 81. This is an action for unfair competition, false designation of origin of
12 goods, and false description or representation of goods against Defendants Style
13 Eyes, pursuant to 15 U.S.C. § 1125(a).

14 82. Jurisdiction is founded upon 15 U.S.C. § 1121.

15 83. Oakley is informed and believes and thereupon alleges that
16 Defendant's use of the brand name "Fox" as a style name constitutes a false
17 designation of origin, a false description or representation of goods, and
18 wrongfully and falsely represents to the consuming public that the Defendant's
19 products originated from or somehow are authorized by Fox. These acts amount to
20 utilizing a false designation of origin and a false description or representation in
21 interstate commerce to compete unfairly with Oakley.

22 84. Plaintiff is informed and believes and thereupon alleges that the
23 actions of Defendant were done willfully, knowingly and maliciously with the
24 intent to trade upon the good will of Oakley and to injure Oakley.

25 85. The Defendant's acts are in violation of 15 U.S.C. § 1125(a), and will
26 continue to the great and irreparable injury of Oakley unless enjoined by this
27 Court.

28

1 WHEREFORE, Plaintiff Oakley, Inc. prays as follows:

2 1. That Defendants Big 5 and Style Eyes, jointly and severally, be
3 adjudicated to have infringed Oakley's U.S. Patent Nos. D565,088, D496,680,
4 D513,275, and that the patents are valid and enforceable and are owned by Oakley;

5 2. That Defendant Style Eyes be adjudicated to have infringed Oakley's
6 U.S. Patent Nos. D473,583 and 5,387,949, and that the patents are valid and
7 enforceable and are owned by Oakley;

8 3. That Defendants Big 5 and Style Eyes, their agents, servants,
9 employees, and attorneys and all persons in active concert and participation with
10 them, be forthwith preliminarily and thereafter permanently enjoined from making,
11 using or selling any sunglass which infringe United States Patent Nos. D565,088,
12 D496,680, D513,275, D473,583 and 5,387,949;

13 4. That Defendant Style Eyes be adjudicated to have infringed
14 Registered Trademark No. 3,160,138, and that the trademark is enforceable;

15 5. That Defendant Style Eyes and its agents, distributors, partners,
16 retailers, servants, employees, and attorneys and all persons in active concert and
17 participation with them, be enjoined and restrained, during the pendency of this
18 action and permanently thereafter from:

19 (a) Using Registered Trademark Nos. 3,160,138 or any
20 mark similar thereto in connection with the sale of any
21 goods;

22 (b) Using the mark "Fox" as a brand or style name;

23 (c) Committing any acts which may cause purchasers to
24 believe that the Defendant or the products Defendant is
25 selling are sponsored or authorized by, or are in any
26 way associated with Fox or Oakley;

27 (d) Selling, passing off, or inducing or enabling others to
28 sell or pass off any products as products produced by

1 Plaintiff, which products are not Plaintiff's or are not
2 produced under the control and supervision and
3 approved by Plaintiff; and

4 (e) Infringing Plaintiff's trademark rights;

5 6. That Defendant Style Eyes, and its respective agents, distributors,
6 customers, retailers, partners, servants, employees and attorneys and all persons in
7 active concert or participation with them, be enjoined and restrained, during the
8 pendency of this action, and permanently thereafter from advertising or selling
9 products in any manner that does or tends to dilute the distinctive value of the Fox
10 mark;

11 7. That Defendants Big 5 and Style Eyes be required to account to
12 Oakley for any and all profits derived by them associated with their sale of the
13 accused products, and all damages sustained by Oakley by reason of Defendants'
14 trademark infringement, unfair competition and false designation of origin,
15 together with interest and costs;

16 8. For an assessment and award of damages against Defendants Big 5
17 and Style Eyes in an amount no less than lost profits, reasonable royalty, or
18 Defendants' profits derived from their infringement of Plaintiff's patent rights,
19 pursuant to 35 U.S.C. §§ 284 and 289 and trademark rights pursuant to 15 U.S.C.
20 §§1116 and 1117;

21 9. For an order requiring Defendants to deliver up and destroy all
22 infringing sunglasses;

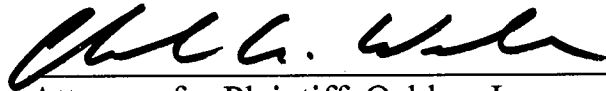
23 10. That an award of reasonable costs, expenses, and attorney's fees be
24 awarded against Defendants Big 5 and Style Eyes pursuant to 15 U.S.C. § 1116(a),
25 35 U.S.C. § 285 and 35 U.S.C. § 285; and

26 11. That Defendants be directed to file with this court and serve upon
27 Oakley within 30 days after the service of the injunction, a report in writing under
28

1 oath, setting forth in detail the manner and form in which Defendants have
2 complied with the injunction;
3

4 DATED: 8/11/08

WEEKS, KAUFMAN, NELSON & JOHNSON

5
6 

7 Attorney for Plaintiff, Oakley, Inc.

8 E-Mail: chandlerw@wknjlaw.com

9 JURY DEMAND

10 Plaintiff Oakley, Inc. hereby requests a trial by jury in this matter.

11 DATED: 8/11/08

WEEKS, KAUFMAN, NELSON & JOHNSON

12
13 

14 Attorney for Plaintiff, Oakley, Inc.

15 E-mail: chandlerw@wknjlaw.com
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(12) **United States Design Patent**
Baden et al.

(10) Patent No.: **US D565,088 S**
 (45) Date of Patent: **** Mar. 25, 2008**

(54) **EYEGLASS AND EYEGLASS COMPONENTS**

(75) Inventors: **Colin Baden, Irvine, CA (US); Hans Karsten Moritz, Foothill Ranch, CA (US); Peter Yee, Irvine, CA (US); Lek Thixton, Orcas, WA (US)**

(73) Assignee: **Oakley, Inc., Foothill Ranch, CA (US)**

(**) Term: **14 Years**

(21) Appl. No.: **29/258,507**

(22) Filed: **Apr. 20, 2006**

(51) LOC (8) Cl. **16-06**

(52) U.S. Cl. **D16/326; D16/335**

(58) Field of Classification Search **D16/300-330, D16/101, 332-338; D29/109-110; D24/110.2; 351/41, 44, 51-52, 62, 158, 92, 103-111, 351/156, 61, 114-119, 121-123; 2/426-432, 2/447-449, 441, 434-437**

See application file for complete search history.

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D552,665 S	*	10/2007	Mage D16/326
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D555,187 S	*	11/2007	Yee D16/326

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Primary Examiner—Raphael Barkai

(74) *Attorney, Agent, or Firm*—Gregory K. Nelson

(57) **CLAIM**

The ornamental design for an eyeglass and eyeglass components, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of the eyeglass and the eyeglass components of the present invention;

FIG. 2 is a front elevational view thereof;

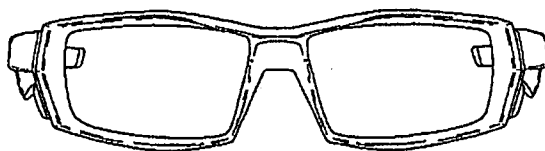
FIG. 3 is a left-side elevational view thereof, the right-side elevational view being a mirror image thereof;

FIG. 4 is a rear elevational view thereof;

FIG. 5 is a bottom plan view thereof; and,

FIG. 6 is a top plan view thereof.

1 Claim, 4 Drawing Sheets



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US D565,088 S

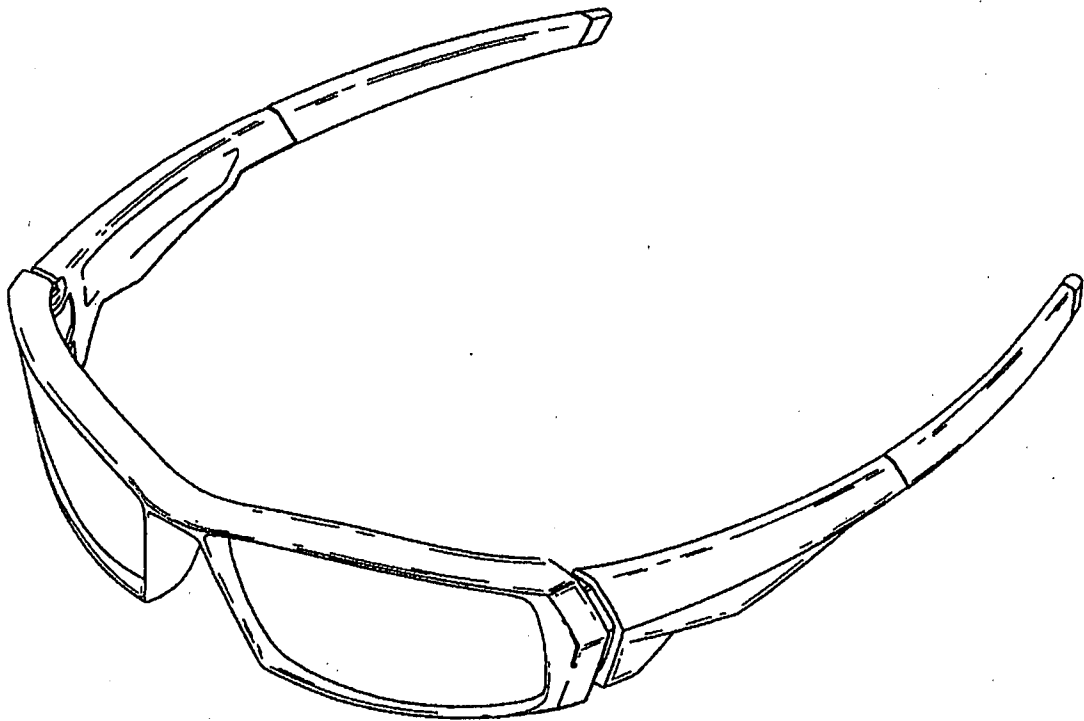


FIG. 1

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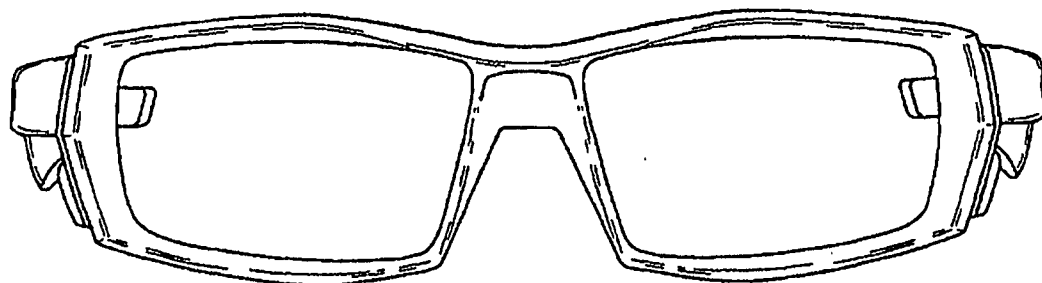


FIG. 2

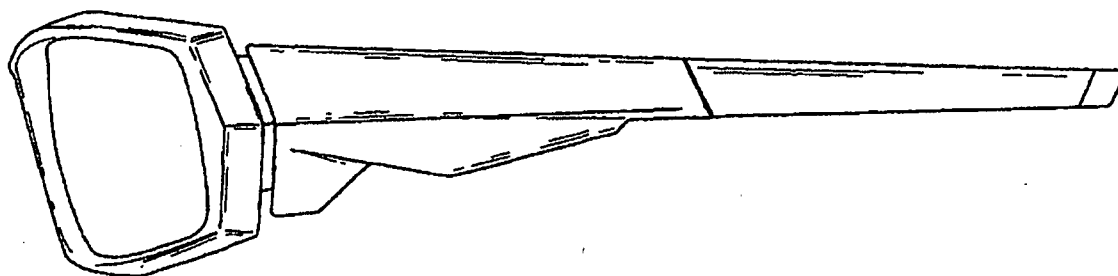


FIG. 3

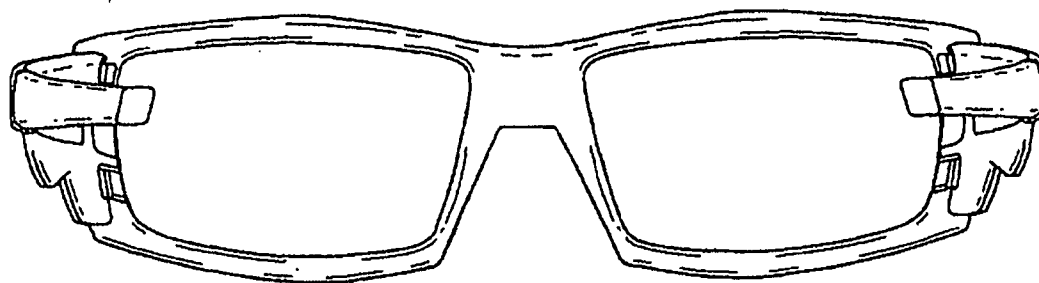


FIG. 4

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US D565,088 S

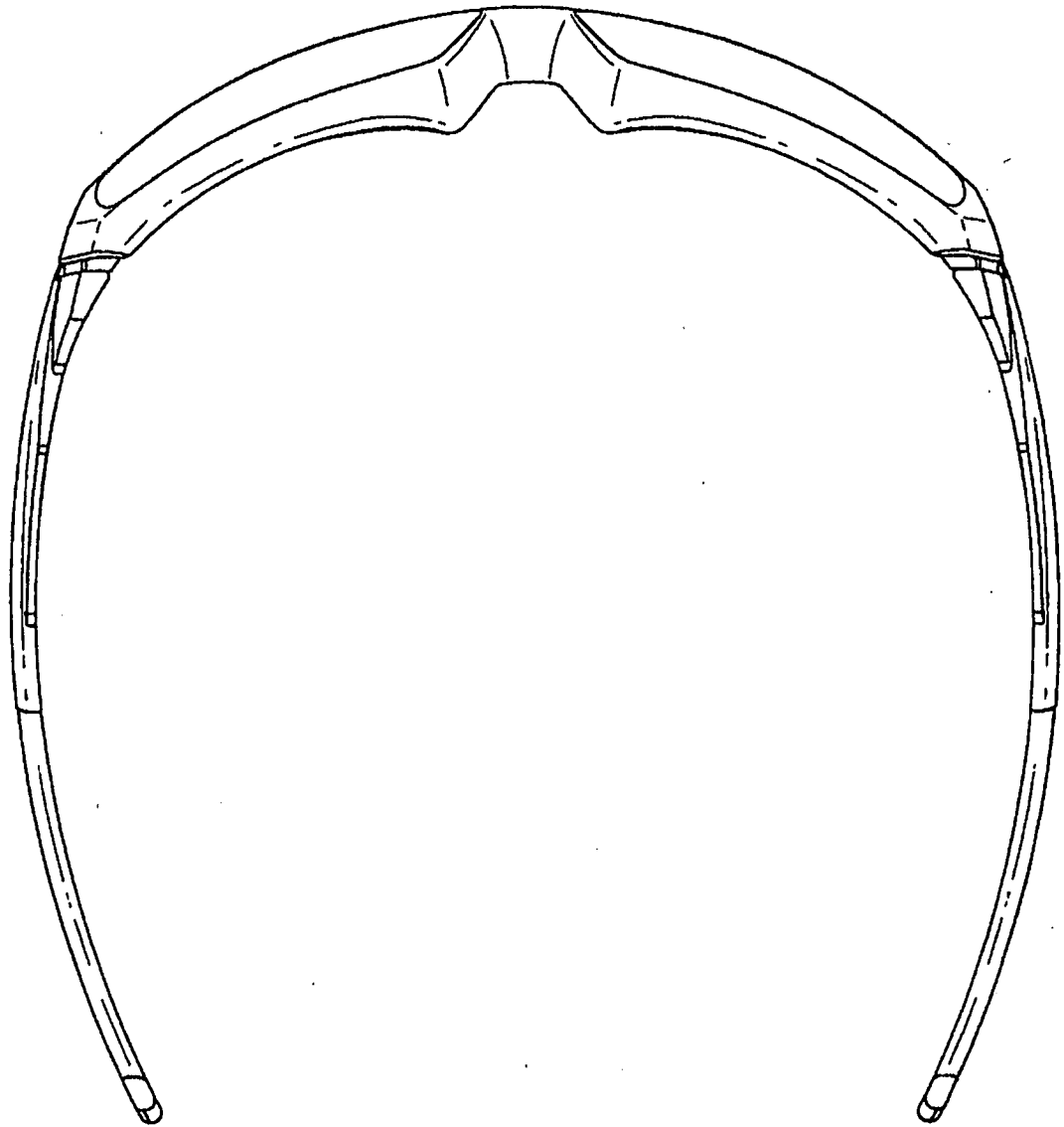


FIG. 5

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US D565,088 S

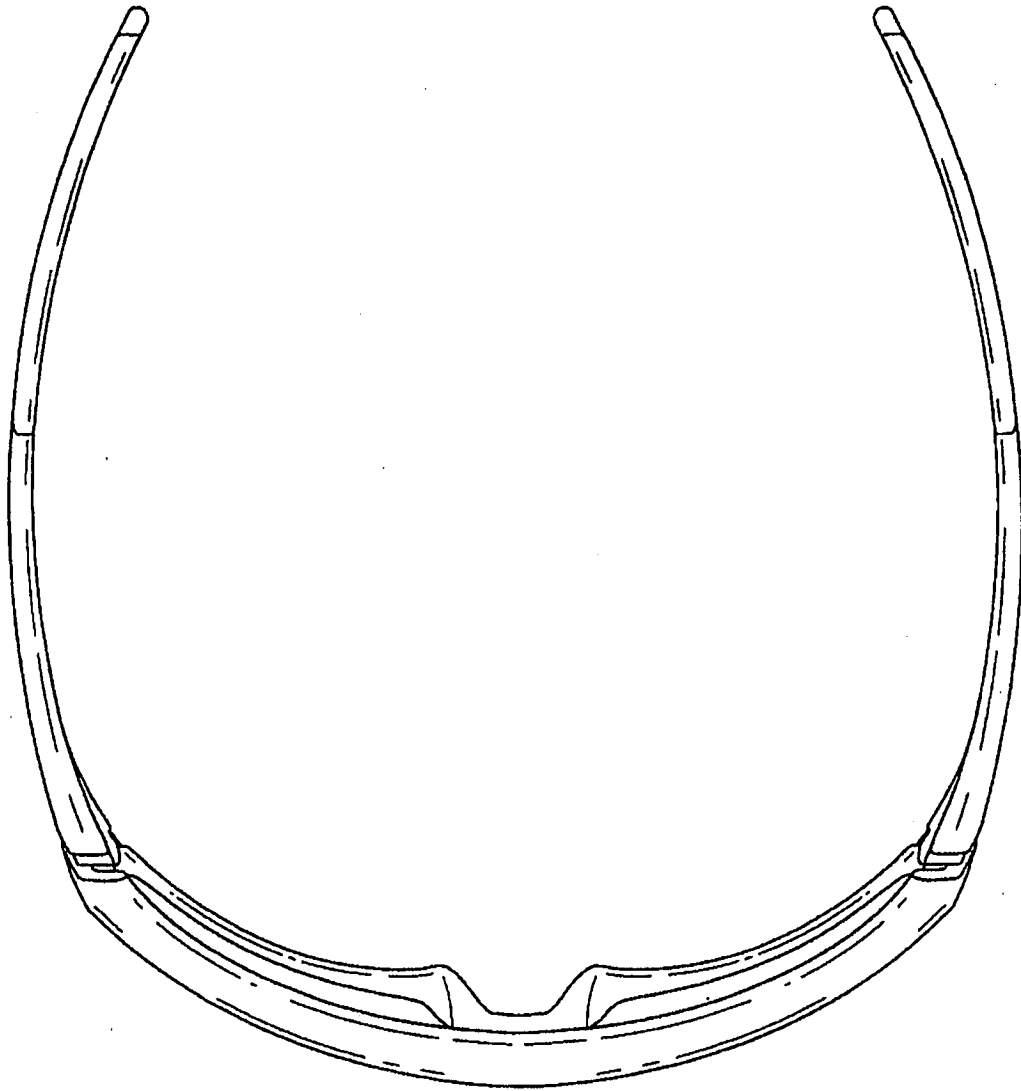


FIG. 6



US00D496680S1

(12) **United States Design Patent** (10) **Patent No.:** **US D496,680 S**
Yee (45) **Date of Patent:** **** Sep. 28, 2004**

(54) **EYEGLASS FRONT**(75) **Inventor:** **Peter Yee, Irvine, CA (US)**(73) **Assignee:** **Oakley, Inc., Foothill Ranch, CA (US)**(**) **Term:** **14 Years**(21) **Appl. No.:** **29/176,220**(22) **Filed:** **Feb. 13, 2003**(51) **LOC (7) Cl. 16-06**(52) **U.S. Cl. D16/326**(58) **Field of Search D16/101, 300-330,**
D16/335; D29/109-110; D24/110.2; 351/41,
44, 51, 52, 111, 158; 2/426, 447, 448(56) **References Cited****U.S. PATENT DOCUMENTS**

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D199,150 S	9/1964	Carmichael
D204,812 S	5/1966	Shindler
D209,862 S	1/1968	McCracken
D268,683 S	4/1983	Tenny
D339,816 S	9/1993	Jackson
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D372,726 S	8/1996	Simioni
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D378,376 S	3/1997	Tsai
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D392,308 S	3/1998	Simioni
D397,351 S	8/1998	Simioni
D399,239 S	10/1998	Jannard et al.
D400,230 S	10/1998	Arnette
D407,428 S	3/1999	Jannard et al.
D425,103 S	5/2000	Yee et al.

D426,258 S	6/2000	Jannard et al.
D432,157 S	10/2000	Simioni et al.
D441,390 S	5/2001	Jannard et al.
D464,669 S	10/2002	Thixton et al.

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U.S. patent application Ser. No. 29/162,874, Thixton et al., filed Jun. 20, 2002.

U.S. patent application Ser. No. 29/170,955, Thixton et al., filed Nov. 13, 2002.

* cited by examiner

Primary Examiner—Raphael Barkai(74) *Attorney, Agent, or Firm*—Gregory K. Nelson(57) **CLAIM**

The ornamental design for an eyeglass front, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of the eyeglass front of the present invention;

FIG. 2 is a front elevational view thereof;

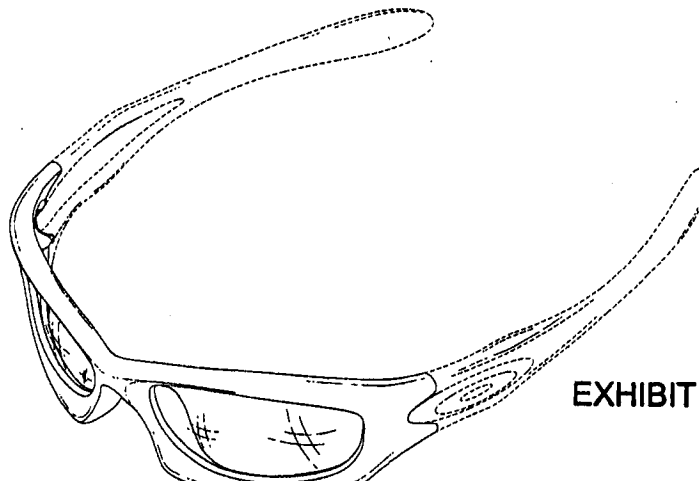
FIG. 3 is a rear elevational view thereof;

FIG. 4 is a left-side elevational view thereof, the right-side elevational view being a mirror image thereof;

FIG. 5 is a top plan view thereof; and,

FIG. 6 is a bottom plan view thereof.

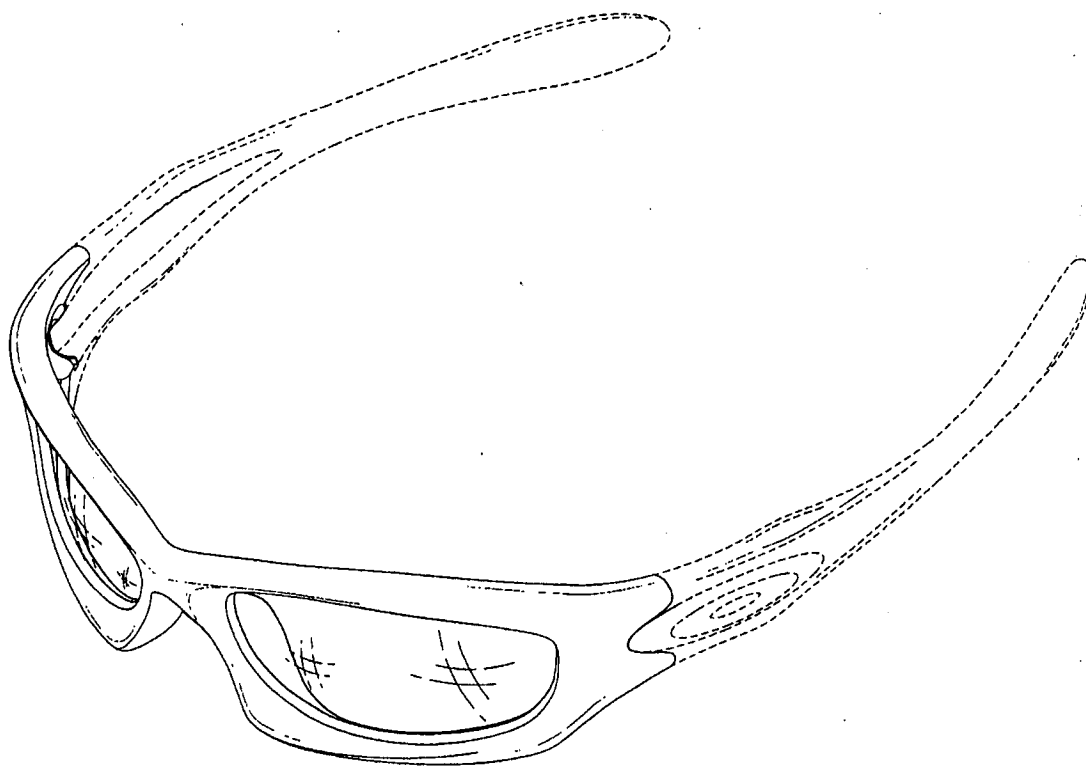
Phantom lining, where utilized, is for illustrative purposes only and is not intended to limit the claimed design to the features shown in phantom.

1 Claim, 3 Drawing SheetsEXHIBIT 2 PAGE 1 OF 4

U.S. Patent

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Sheet 1 of 3

US D496,680 S***FIG. 1***

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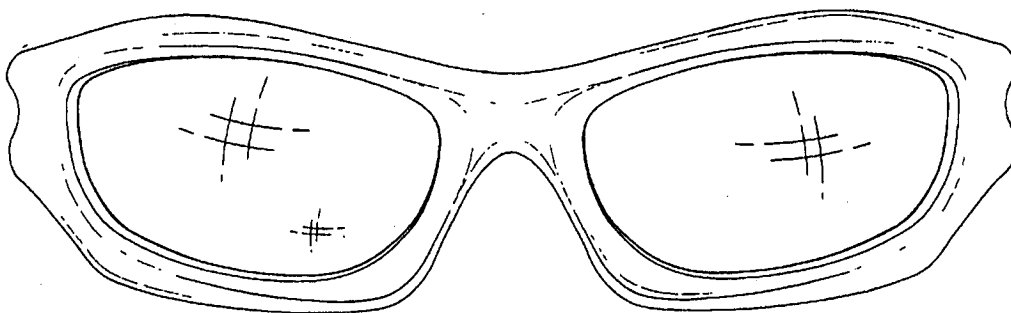


FIG. 2

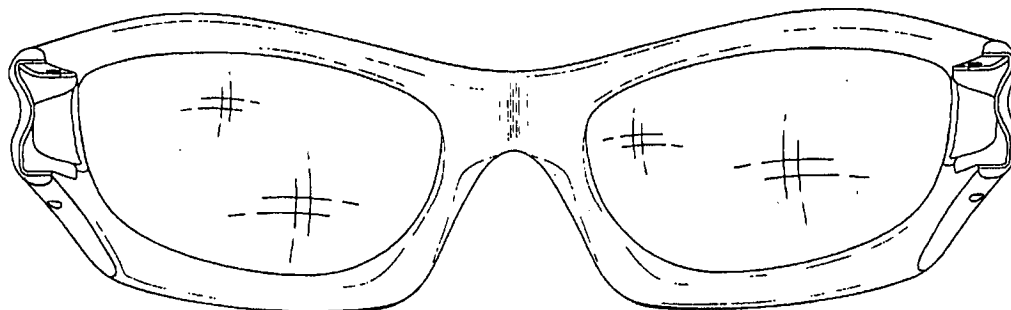


FIG. 3

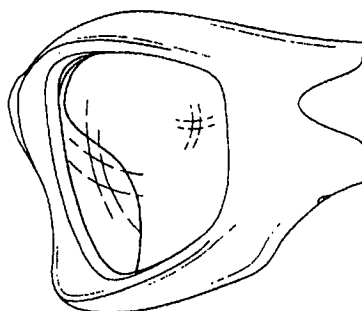


FIG. 4

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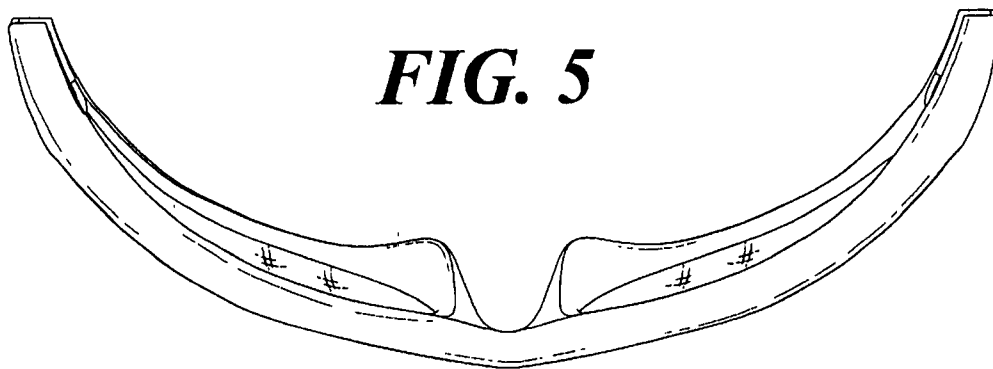


FIG. 5

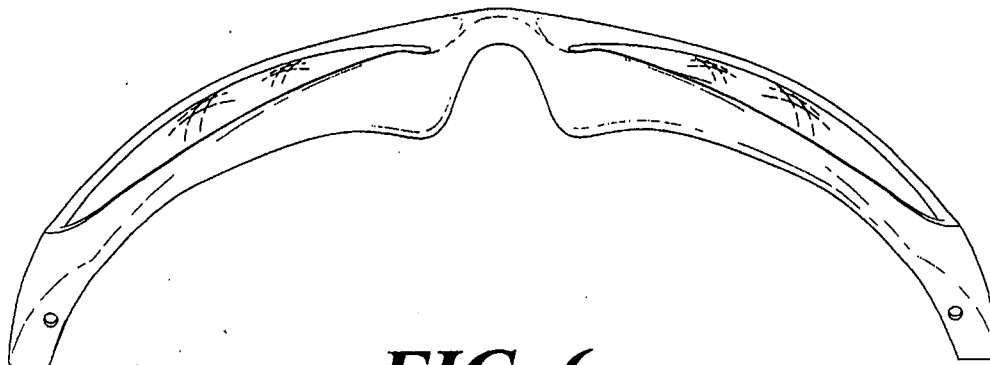


FIG. 6



US00D513275S

(12) **United States Design Patent** (10) Patent No.: **US D513,275 S**
Yee (45) Date of Patent: **** Dec. 27, 2005**

(54) **EYEGLASS**(75) Inventor: **Peter Yee**, Irvine, CA (US)(73) Assignee: **Oakley, Inc.**, Foothill Ranch, CA (US)(**) Term: **14 Years**(21) Appl. No.: **29/206,156**(22) Filed: **May 24, 2004****Related U.S. Application Data**

(62) Division of application No. 29/176,220, filed on Feb. 13, 2003, now Pat. No. Des. 496,680.

(51) **LOC (6) Cl.** **16-06**(52) **U.S. Cl.** **D16/326; D16/321**(58) **Field of Search** **D16/300-330,**
D16/101, 332-338; D29/109-110; D24/110.2;
351/41, 44, 51-52, 158, 92, 103-111, 130,
61; 2/426-432, 448, 441, 447, 434-437(56) **References Cited****U.S. PATENT DOCUMENTS**

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D192,884 S 5/1962 Petitto
D193,028 S 6/1962 Petitto
D199,150 S 9/1964 Carmichael
D204,812 S 5/1966 Shindler
D209,862 S 1/1968 McCracken
D268,683 S 4/1983 Tenny
D339,816 S 9/1993 Jackson
D363,504 S 10/1995 Arnette
D372,726 S 8/1996 Simioni
D378,375 S 3/1997 Tsai
D378,376 S 3/1997 Tsai
D380,766 S 7/1997 Simioni
D384,686 S 10/1997 Jannard et al.
D389,504 S 1/1998 Simioni
D390,589 S 2/1998 Simioni
D391,596 S 3/1998 Simioni
D392,308 S 3/1998 Simioni
D397,351 S 8/1998 Simioni
D399,239 S 10/1998 Jannard et al.

D400,230 S 10/1998 Arnette
D407,428 S 3/1999 Jannard et al.
D415,188 S * 10/1999 Thixton et al. D16/326
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D426,258 S 6/2000 Jannard et al.
D432,157 S 10/2000 Simioni et al.
D441,390 S 5/2001 Jannard et al.
D464,669 S 10/2002 Thixton et al.

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b.b. sol 1975 Berthet-Bondet, Oyonnax Cedex, France.

"B.B. sol", Berthet-Bondet, Oyonnax Cedex, France, 1970.

"B.B. sol 1967", Berthet-Bondet, Oyonnax Cedex, France.

Sunglass Hut catalog, p. 8, 2000.

Pending U.S. Appl. No. 29/162,874, Thixton et al., filed Jun. 20, 2002.

Pending U.S. Appl. No. 29/170,955, Thixton et al., filed Nov. 13, 2002.

* cited by examiner

Primary Examiner—Raphael Barkai

(74) *Attorney, Agent, or Firm*—Gregory K. Nelson

(57) **CLAIM**

The ornamental design for an eyeglass, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of the eyeglass of the present invention;

FIG. 2 is a front elevational view thereof;

FIG. 3 is a rear elevational view thereof;

FIG. 4 is a left-side elevational view thereof, the right-side

elevational view being a mirror image thereof;

FIG. 5 is a top elevational view thereof; and,

FIG. 6 is a bottom plan view thereof.

Phantom lining, where utilized, is for illustrative purposes only and is not intended to limit the claimed design to the features shown in phantom.

1 Claim, 4 Drawing Sheets

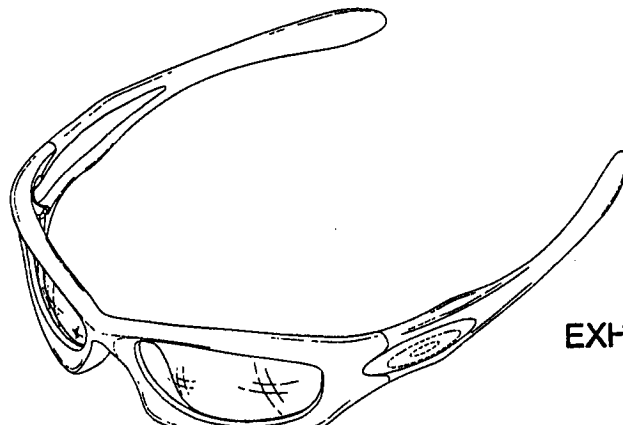


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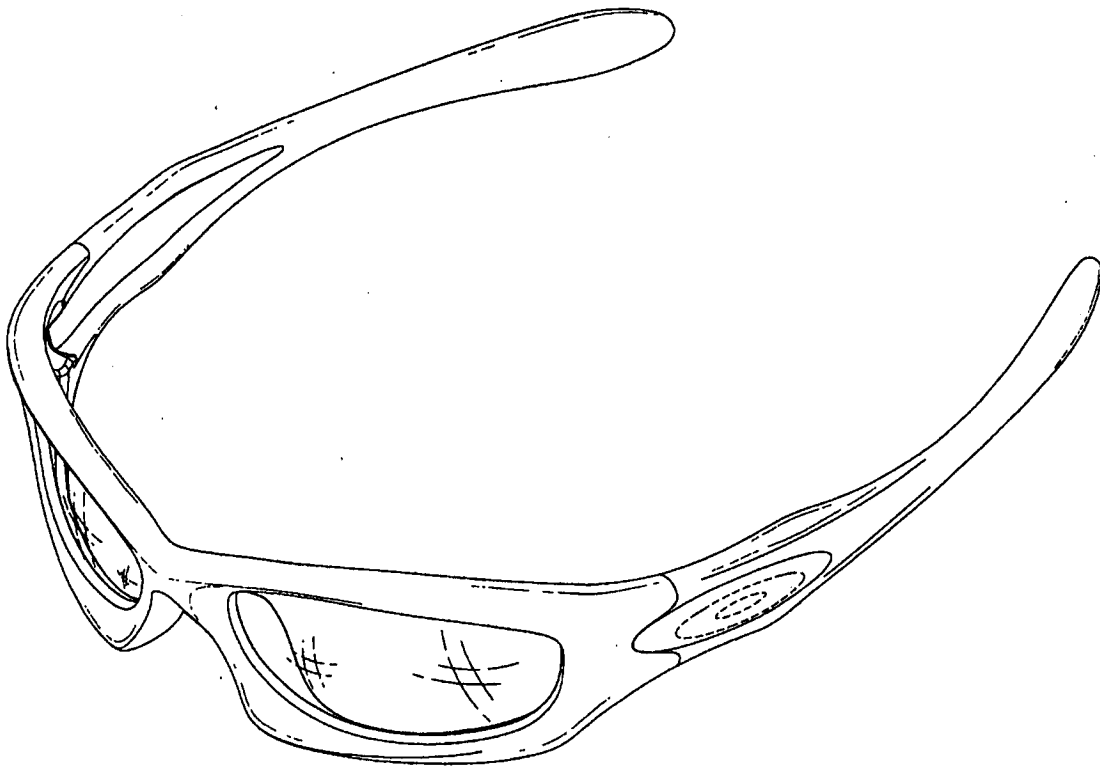


FIG. 1

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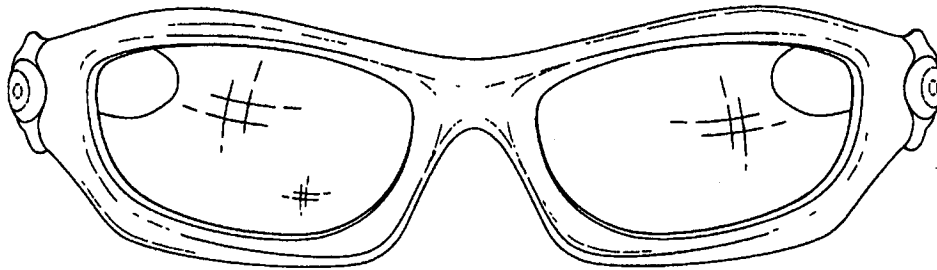


FIG. 2

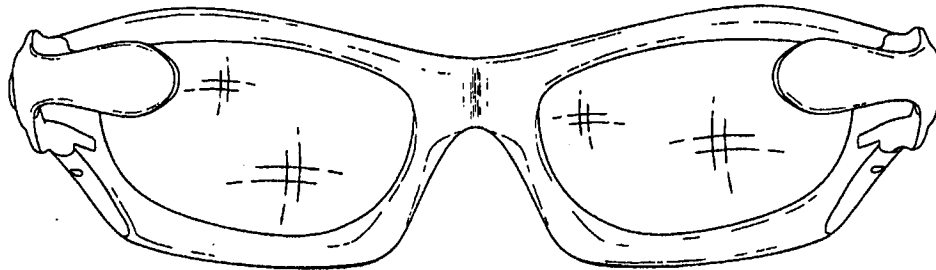


FIG. 3

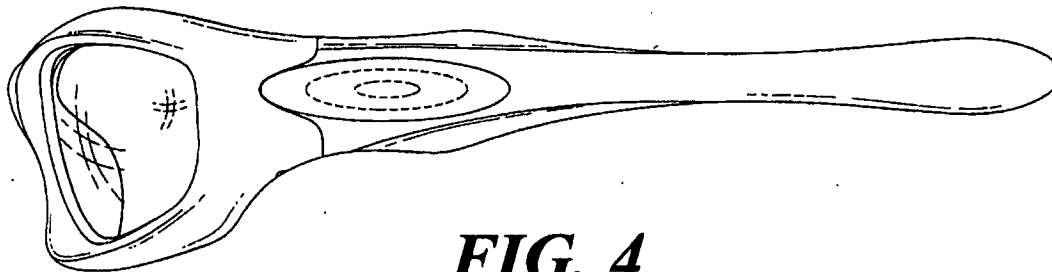


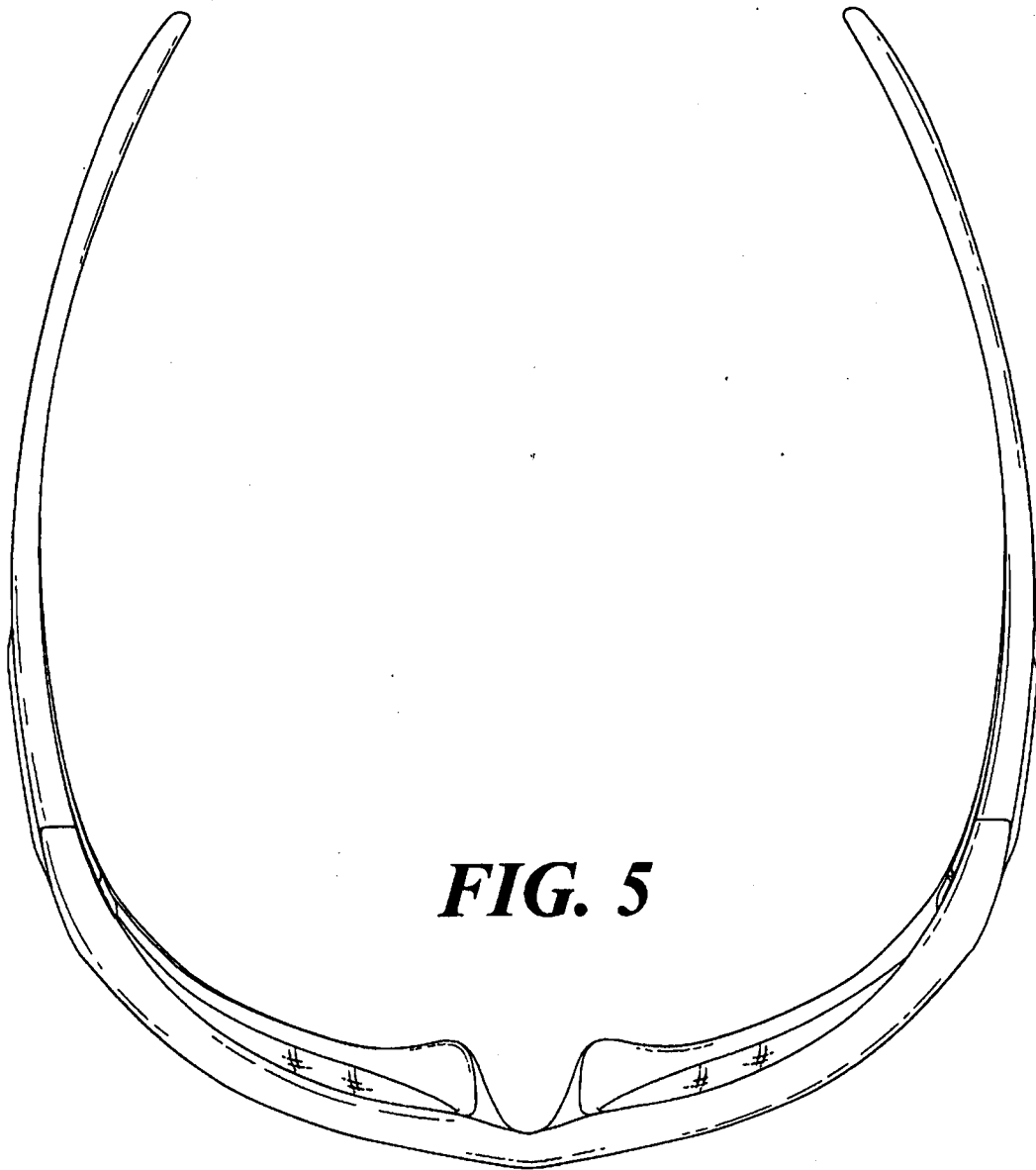
FIG. 4

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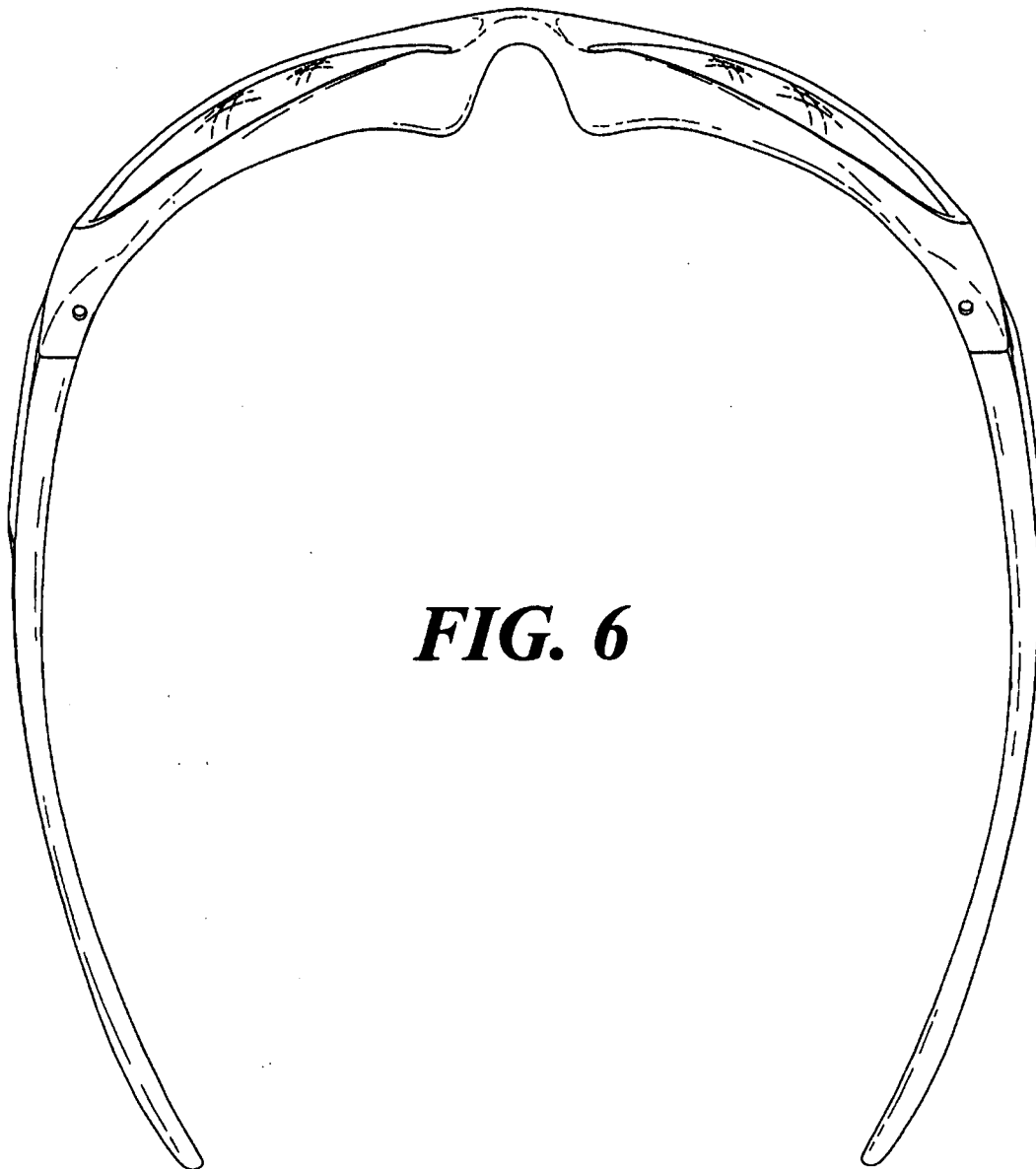


FIG. 6



US00D473583S

(12) **United States Design Patent** (10) Patent No.: **US D473,583 S**
Thixton et al. (45) Date of Patent: **** Apr. 22, 2003**

(54) **EYEGLASS FRONT**

D425,103 S 5/2000 Yee et al.
D446,803 S 8/2001 Jannard et al.

(75) Inventors: **Lek Thixton**, Eastsound, WA (US);
Colln Baden, Irvine, CA (US); **James**
H. Jannard, Spieden Island, WA (US)

FOREIGN PATENT DOCUMENTS

GB 1184347 2/1968

(73) Assignee: **Oakley, Inc.**, Foothill Ranch, CA (US)**OTHER PUBLICATIONS**(**) Term: **14 Years**

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(21) Appl. No.: **29/162,874**

B.B. Sol—Lunetes de Soleil (1986).

(22) Filed: **Jun. 20, 2002**

Berther—Bonder (1995).

Related U.S. Application Data

U.S. pending patent application Ser. No. 29/134,462, Jan-nard, et al. filed Dec. 20, 2000.

(62) Division of application No. 29/154,706, filed on Jan. 28, 2002.

U.S. pending patent application Ser. No. 29/142,084, Moritz filed May 16, 2001.

(51) **LOC (7) Cl.** **16-06**

U.S. pending patent application Ser. No. 29/142,308, Jan-nard, et al. filed May. 23, 2001.

(52) **U.S. Cl.** **D16/326**

U.S. pending patent application Ser. No. 29/146,178, Yee, et al. filed Aug. 3, 2001.

(58) **Field of Search** D16/101, 300-330;
D29/109, 110; 351/41, 44, 51, 52, 158,
90; 2/447, 448

U.S. co-pending patent application Ser. No. 29/154,706, Thixton et al. filed Jan. 28, 2002.

(56) **References Cited**

Primary Examiner—Raphael Barkai

(74) *Attorney, Agent, or Firm*—Gregory K. Nelson

U.S. PATENT DOCUMENTS**CLAIM**

(57) The ornamental design for an eyeglass front, as shown and described.

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D383,149 S 9/1997 Simioni
5,708,489 A 1/1998 Jannard
D392,662 S 3/1998 Jannard et al.
D397,350 S 8/1998 Jannard et al.
D397,351 S 8/1998 Simioni
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D404,754 S 1/1999 Yee et al.
D407,099 S 3/1999 Wang
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D410,484 S 6/1999 Jannard et al.
D410,485 S 6/1999 Jannard et al.
D415,188 S 10/1999 Thixton et al.
D422,298 S 4/2000 Jannard et al.
D423,548 S 4/2000 Yee et al.

DESCRIPTION

FIG. 1 is a front perspective view of the eyeglass of the present invention;

FIG. 2 is a rear elevational view;

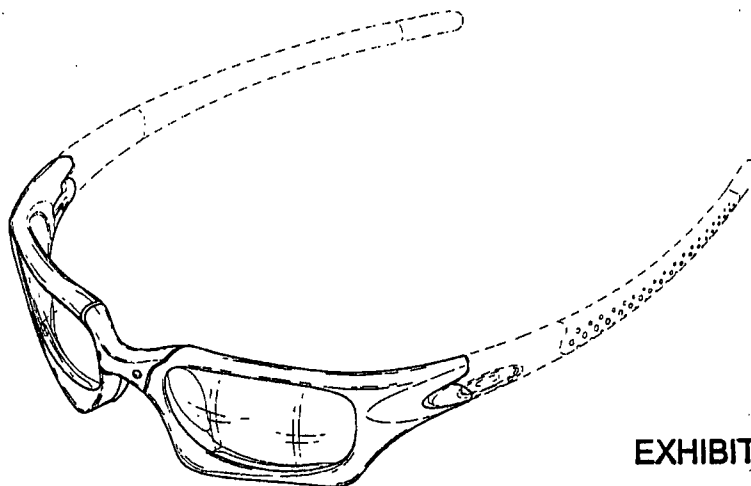
FIG. 3 is a front elevational view thereof;

FIG. 4 is a left-side elevational view thereof, the right-side elevational view being a mirror image thereof;

FIG. 5 is a top plan view thereof; and,

FIG. 6 is a bottom plan view thereof.

Phantom lining, where utilized, is for illustrative purposes only and is not intended to limit the claimed design to the features shown in phantom.

1 Claim, 3 Drawing Sheets

EXHIBIT

4

PAGE

1

OF

4

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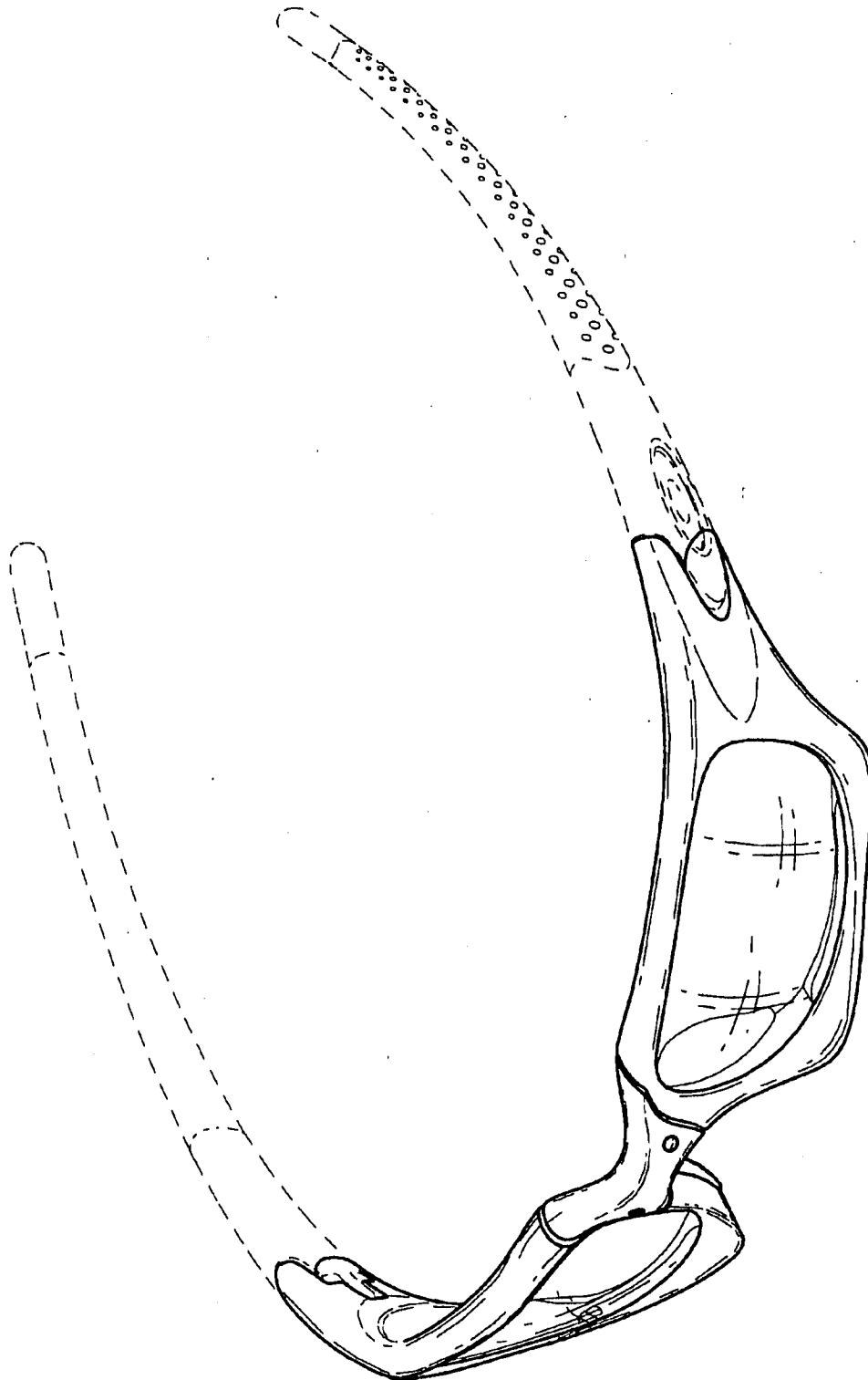


FIG. 1

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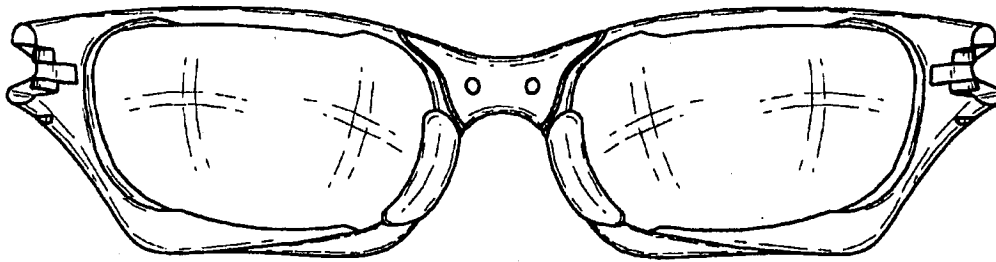


FIG. 2

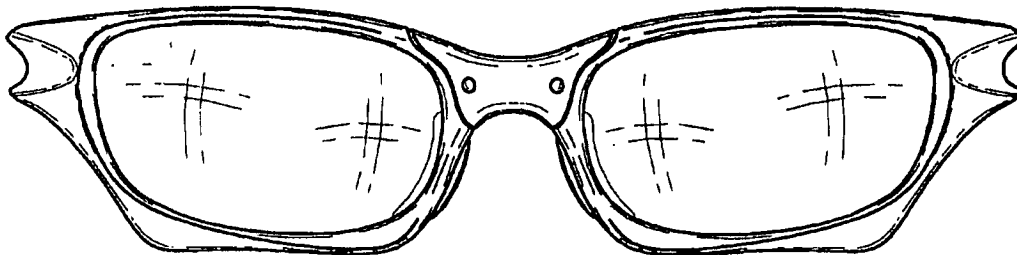


FIG. 3

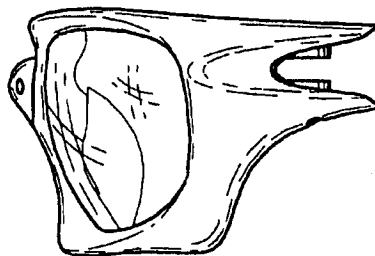


FIG. 4

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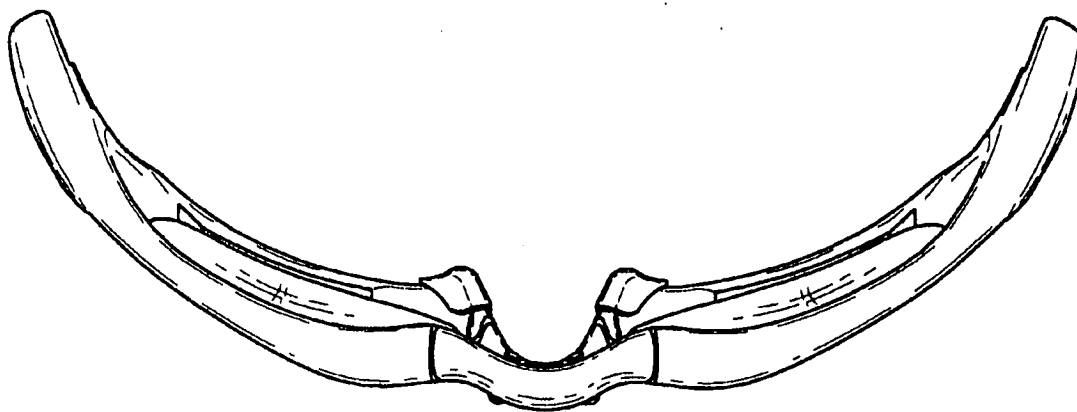


FIG. 5

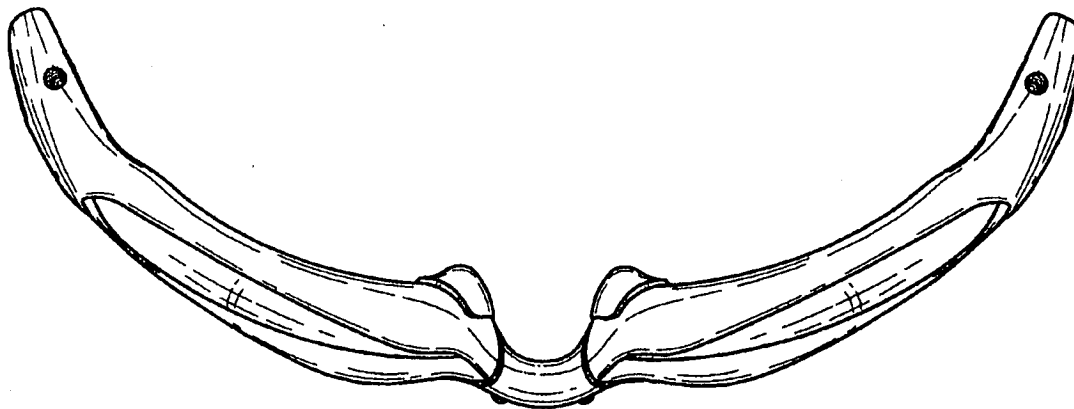


FIG. 6

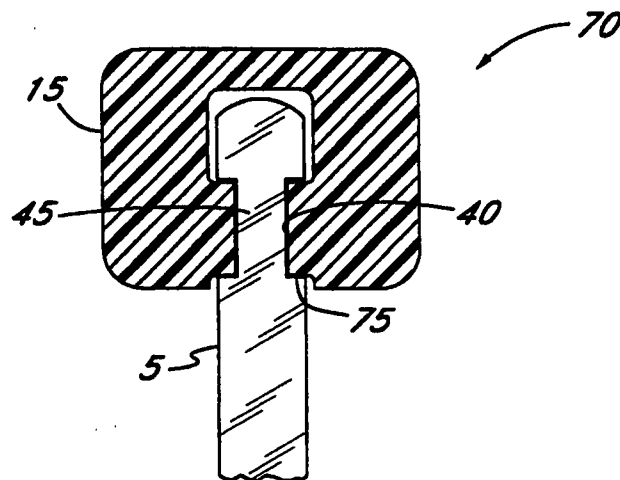
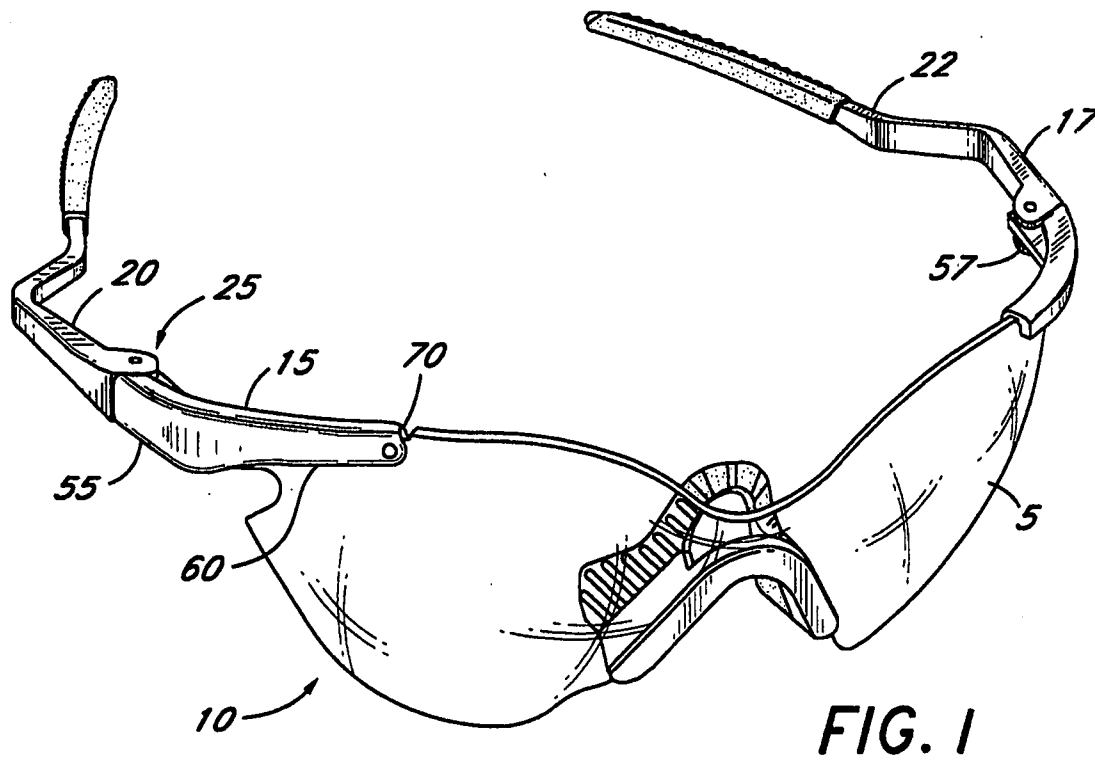
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Feb. 7, 1995

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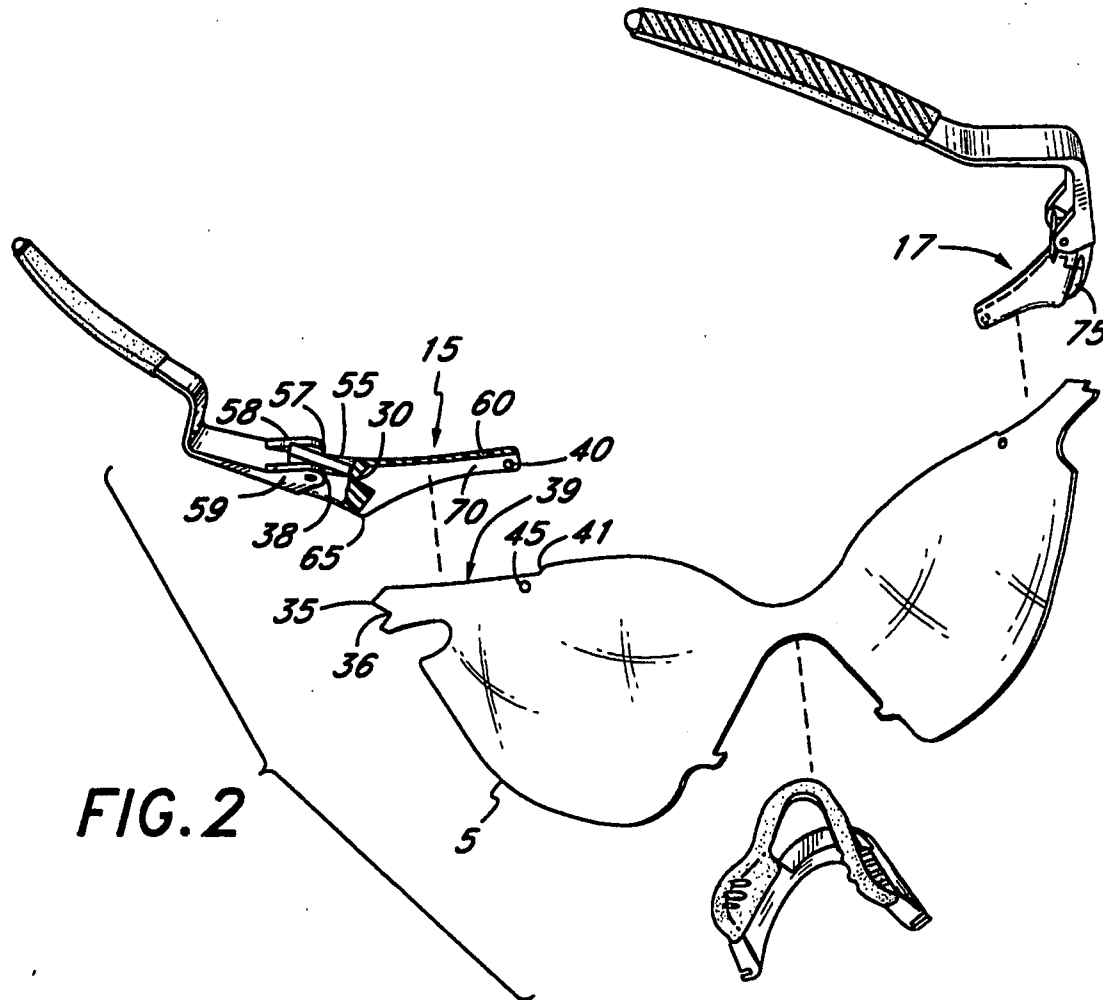


FIG. 2

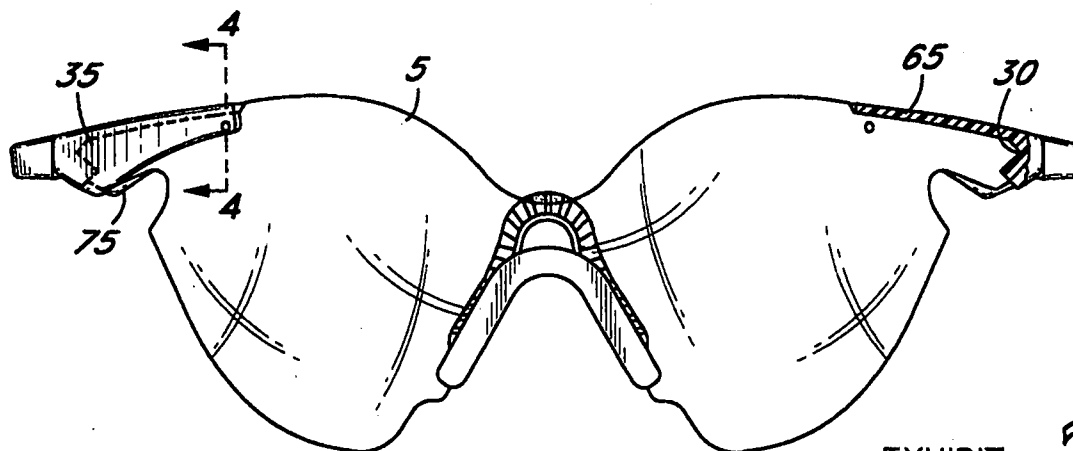


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FIG. 3

U.S. Patent

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5,387,949

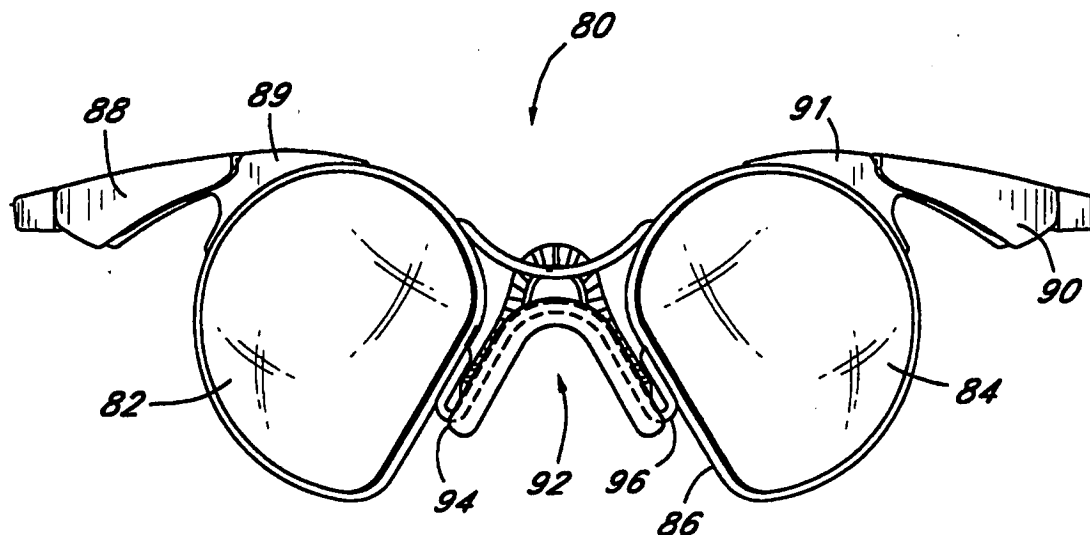


FIG. 5

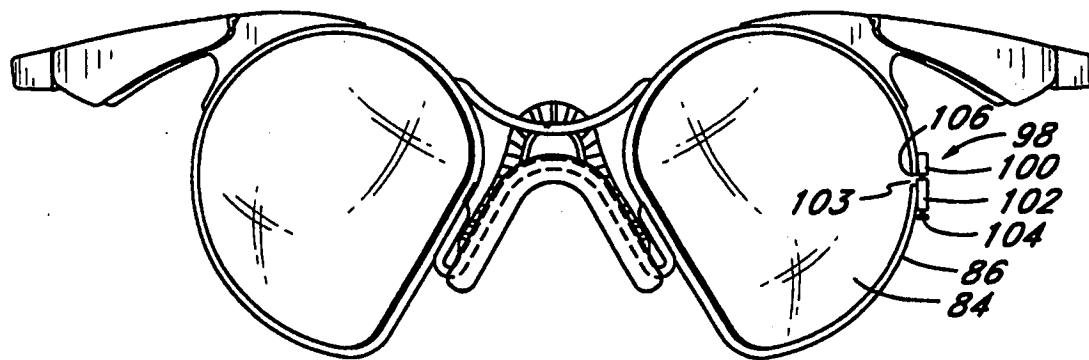


FIG. 6

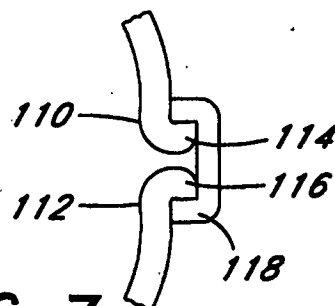


FIG. 7

5,387,949

1

EYEGLASS CONNECTION DEVICE**BACKGROUND OF THE INVENTION**

The present invention relates to a connector for connecting an eyeglass lens to an earstem. The connector enables the user to interchange different earstems with different lenses, thus creating different color or configuration combinations.

This invention can be used with any shape of lens or earstem that is designed to accept the connector. In addition, the connector of the present invention is useable with both dual lens and unitary lens eyeglass systems. The connector is easily attachable and removable from the top, side or bottom edge of the lens, yet provides a sturdy connection when locked into position.

Unitary lens eyeglasses having interchangeable lenses are known in the art. See, for example, U.S. Pat. Nos. 4,824,233 and 4,867,550, both to James H. Jannard. The upper frame in these prior devices generally comprises a bar extending across the top edge of the lens and connecting to both earstems.

In order to switch lenses, the top edge of the new lens typically has a complementary shape to a slot extending the length of the upper frame. Thus, the shape of the top edge of the lens was generally dictated by the unique shape of the frame.

Thus, there remains a need for a connector that allows for the quick and easy interchange of earstems or lenses that will be secure when in the locked position, but that minimizes the need for structural correspondence between the edge of the lens and the lens contacting portion of the frame, and which does not require a frame along the entire top edge of the lens.

SUMMARY OF THE INVENTION

There has been provided, in accordance with one aspect of the present invention, an eyeglass connection device that connects the earstem to the lens, which enables the user to interchange the lens or earstem. There are two connectors in a standard eyeglass assembly, each connecting an earstem to the lens. Thus, one may change both earstems or either one of them.

The connector comprises a main body having a lateral end and a medial end, and a lens receiving channel extending from the medial end in the direction of the lateral end. A first interlock structure is provided in the lateral end of the channel, and a second interlock structure is spaced apart from the lateral end of the channel.

Preferably, the first interlock structure comprises a locking surface for engaging a corresponding locking surface on a lens for resisting vertical upward motion of the lateral end of the connector with respect to the lens. The locking surface on the first interlock structure preferably comprises a ramped edge of a projection on the connector. The projection is preferably integrally molded on the connector, and extends within the channel in the medial direction.

The second interlock structure comprises a locking surface for releasably engaging a corresponding locking surface on the lens. Preferably, the second interlock structure comprises at least one projection within the channel for engaging a recess in the lens. More preferably, the second interlock structure comprises first and second projections on the connector extending towards each other from opposite sides of the channel for engaging opposing recesses in the lens. Alternatively, the second interlock structure comprises at least one recess

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in the channel for receiving at least one projection on the lens.

In accordance with a further aspect of the present invention, there is provided a sunglass comprising a unitary transparent lens adapted to extend in a curved pane in the path of the wearer's left and right eye fields of vision, said lens having at least one connector extending along a portion of an edge of the lens, the connector having an elongated slot formed therein to removably receive a portion of the edge of the lens.

At least one projection is provided on the lens to interlock within a recess on the connector at a first end of the connector. A locking surface is provided on the connector, spaced apart from the recess, for releasably engaging a locking surface on the lens.

Preferably, the connector extends no more than about one-third of the way across the top edge of the lens. More preferably, the connector extends no more than about one-fifth of the way across the top of the lens. Alternatively, the connector extends along at least a portion of either the lateral edge of the lens or the bottom edge of the lens. In a further alternative, the connector connects to a flange or other extension of a frame for the lens.

In accordance with a further aspect of the present invention, there is provided a method of removably securing an earstem to a lens or frame in a pair of eyeglasses of the type having a right and left lens region, a nose piece and right and left earstems. The right and left lens regions are generally defined by a horizontal axis which extends from side to side throughout the left and right lens regions, and which is longer than a vertical axis which extends generally perpendicular to the horizontal axis.

The method comprises the steps of providing a frame or lens having a first and a second interlock structure thereon, and providing a connector having a slot therein for receiving the lens, said connector having a first and second complementary interlock structure thereon.

The connector is advanced along the horizontal axis until the first interlock structure of the connector is in contact with the first interlock structure on the lens. The second interlock structure on the connector is thereafter rotated downward, generally along the vertical axis, until the second interlock structure on the connector engages the second interlock structure on the lens.

In accordance with a further aspect of the present invention, there is provided a lens for assembly using the connectors of the present invention into an eyeglass of the type suitable for participation in active sports such as biking, skiing and the like.

The lens comprises a unitary pane having an upper edge and a lower edge, the lower edge having a nose piece opening formed therein for cooperating with the connectors and earstems to mount the lens on the nose of the wearer. The nose piece opening has an upper extremity of the nose piece and the upper edge of the pane being defined as D1, and the distance separating the upper edge of the pane and the lower edge of the pane is defined as D2. D1 is in the range between about $\frac{1}{2}$ inch and 1- $\frac{3}{4}$ inches, and D2 is in the range of from about 1 $\frac{1}{4}$ inches to about 2 $\frac{3}{4}$ inches.

The lens has an arcuate cross-sectional configuration in a horizontal direction from a first lateral end to a

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second lateral end, having an arc length within the range of from about 5- $\frac{1}{2}$ inches to about 7 inches.

At least one lateral interlock structure is provided in the upper lateral region of the lens, and at least one medial interlock structure is spaced apart from the lateral interlock structure by no more than about one-half of the arc length of the lens.

Further objects, features and advantages of the present invention will become apparent in the detailed description of the preferred embodiments which follows, when considered together with the attached figures and claims.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a front perspective view of a connection device of the present invention as part of an eyewear system;

FIG. 2 is a partial exploded view of the eyewear of FIG. 1, including a partial cut away view of a connection device;

FIG. 3 is a front elevational view of eyewear including connection devices of the present invention, with one connection device in partial cut away view; and

FIG. 4 is a cross-sectional view of a connection device of the present invention taken along line 4-4 of FIG. 3.

FIG. 5 is a front elevational view of a further embodiment of the present invention.

FIG. 6 is a front elevational view of a further embodiment of the present invention.

FIG. 7 is a partial elevational view of a frame closure lock in accordance with the present invention.

DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENTS

Referring to FIG. 1, there is disclosed in accordance with one aspect of the present invention a unitary lens 5 connected to earstems 20, 22 via connectors 15, 17 to form an eyeglass system 10.

The eyeglass system 10 may comprise either a dual lens system or a unitary lens system. Dual lens systems are well known in the art of prescription glasses, and include a separate right lens and left lens held in place in front of the range of vision of the wearer's right and left eyes by a conventional frame. See, e.g., FIG. 5.

The unitary lens systems utilize a single lens extending throughout both the wearer's left eye and right eye fields of vision. Unitary lenses having a variety of configurations which may be used in combination with the present invention are known in the art. For example, unitary lenses having a configuration which defines a portion of the surface of a cylinder are disclosed in U.S. Pat. No. 4,859,048 to James H. Jannard, which is incorporated herein by reference. Unitary lenses having a configuration which defines a portion of the surface of a toroid are disclosed in U.S. Pat. No. 4,867,550 to James H. Jannard, which is also incorporated herein by reference. In addition, unitary lenses having a configuration which defines a portion of the surface of a sphere, a frusto conical or other geometrical configuration can also be utilized in combination with the connectors of the present invention.

Since both connectors 15, 17 and both earstems 20, 22 are preferably mirror images, respectively, reference will be made to only one connector 15 and one earstem 20 herein. Referring to FIG. 1, connector 15 comprises a hinge end 55 and a lens receiving end 60.

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In the illustrated embodiment, the connector 15 has a lens receiving channel 75 that starts from the lens receiving end 60 and extends through at least a part of the length of the connector 15. The channel 75 has a locking end 70 located at the lens receiving end 60 of the connector 15, and a pivot end 65. See FIG. 2. The terms "locking end" and "pivot end" are used only as descriptive terms for the functioning of the illustrated embodiment, and not as a limitation on the scope of the invention.

The length of the connector 15 and channel 75 can be varied depending upon the desired contact area between the connector 15 and the connector contacting surface 39 of lens 5. Typically, each connector will extend no more than about half way across the top of the lens 5 in a top mount embodiment. Preferably, each connector will extend no more than about a third of the way across lens 5 thereby leaving at least about a third of the upper lens edge exposed. More preferably, connector 15 will extend no more than about one fifth of the arc length of lens 5. Thus, in a lens having an arc length of about 6 inches, each connector contacting surface 39 will have a length within the range of from about $\frac{3}{4}$ inches to about 1- $\frac{1}{4}$ inches.

Preferably, the medial end of the connector contacting surface 39 is defined by a ramp or shoulder 41 corresponding to the thickness of the back wall of the channel 75 so that the upper edge of the installed connector 15 and lens 5 form a generally smooth transition.

Alternatively, the connector 15 can readily be adapted to extend along the lateral edge or bottom edge of the lens 5. In these embodiments, the connector will be releasably retained on the lens by two or more cooperating locking surfaces, as will be discussed in connection with the top mount embodiment, infra.

The hinge end 55 of connector 15 is connected to the earstem 20 via a pin connection 25. In the illustrated embodiment, a flange 57 extends from the main body of the connector 15, and is provided with a pin or recess to cooperate with corresponding structure on the earstem for pivotably securing the earstem 20. The pin connection 25 allows the earstem 20 to be folded inward toward the lens 5 so that the eyeglass 10 will take a more compact shape.

In general, flange 57 is adapted for removable insertion between a pair of generally parallel extensions 58 and 59 on the hinge end of the earstem 20. See, e.g., FIG. 2. Flange 57 in the illustrated embodiment is provided with a pair of opposing pins extending in opposite directions therefrom. Each pin is received in a recess or bore in the corresponding extension 58 or 59. These components are preferably molded or formed from a plastic material that will permit the extensions 58 and 59 to be separated slightly to releasably snap over the pins on flange 57.

Alternatively, the relationships of these components can be reversed in a variety of ways. For example, pins can be provided extending towards each other from the opposing inside surfaces of the extensions 58 and 59 to be received by a bore in the flange 57. The pin connection 25 will not be further described since variations will be readily understood by one of skill in the art in view of the disclosure herein.

Referring to FIG. 2, the lens 5 is provided with a first locking structure such as tooth 35, spaced apart from a second locking structure such as indent 45. The tooth 35 defines a recess 36 on the bottom side thereof for receiving

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ing an interlocking structure such as extension 38 on the connector 15.

Although illustrated as an extension 38 on the connector 15 for engaging a recess 36 on the lens, any of a variety of complementary surface structures on the lens and connector will accomplish the inventive connection. In general, the first locking structure comprises a structure on the lens having a locking surface for resisting vertical upward movement of a corresponding locking surface on the connector 15. This may be accomplished by cooperating projections and indents having a variety of configurations, including interlocking "teeth" pins and recesses, beads and grooves and the like, as will become apparent to one of skill in the art in view of the present disclosure.

For example, the upper edge 39 of the connector receiving portion of the lens 5 can be provided with a plurality of bumps or projections extending generally transversely to the local plane of the lens. Alternatively, a continuous raised bead can extend along the edge 39 of the lens 5. In this embodiment, the inner surface of the channel 75 is provided with at least one recess for cooperating with the raised lens structure to provide a secure friction or interference fit. Installation can then be accomplished by sliding the lens axially into a slot on the connector having a "T" or functionally similar type cross section. Thus, the first and second locking structure can merge into a continuation of the same structure. The connector can additionally be permanently adhered to the lens such as by solvent based adhesives or heat; however, the two components remain removably secured in the preferred embodiment.

Referring to FIGS. 3 and 4, the second locking structure at medial end 70 of the channel 75 contains at least one interlocking structure such as projection 40. The projection 40 snaps into the indent 45 of the lens 5 when the connector 15 is locked into position.

There may be one indent 45 extending partially or completely through the lens, or two located on opposite sides of the lens 5. Indent 45 can take the form of a circular hole, elongate slot, shelf or shoulder formed beneath a ramp or otherwise, as long as a surface is provided for cooperating with the corresponding structure on lens 5 to produce a friction or interference fit.

Accordingly, there may be one projection 40 or there may be two or more located on opposing sides of the interior of the channel 75. The projection 40 can be of any shape generally as long as it has an interference fit with the corresponding locking structure on the lens, such as indent 45. The projection 40 can extend part-way or even all the way along the length of the channel 75 in the form of a ridge, as has been discussed. In this embodiment, the first and second locking structures may be merged into a single elongate or repeating structure. The projection 40 is illustrated as located slightly above the bottom edge of the connector 15, but it can be located exactly on the bottom edge.

As will be apparent in view of the disclosure herein, the interlock structure on the lens cooperates with the corresponding interlock structure on the connector to produce an interference fit which resists both upward rotation of the connector about the tooth 35, and also lateral motion of the connector 15 with respect to the lens 5.

To attach the connector 15 to the lens 5, the tooth 35 of the lens 5 is advanced into the recess 30 of the connector 15 while the longitudinal axis of connector 15 is angled slightly above parallel to surface 39, so that the

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lens receiving end 60 is positioned above the connector receiving edge 39 of the lens 5. Once the tooth 35 is positioned in the recess 30, the lens receiving end 60 of the connector 15 can be pivoted down and snapped onto the top edge of the lens 5. The projection 40 of the connector 15 will advance into the indent 45 of the lens 5 to provide an interference fit. Removal is accomplished by the same steps in reverse. Removing the projection 40 from the indent 45 is accomplished by plastic deformation of the material utilized in making the connector 15 as the lens receiving end 60 is rotated upward about the tooth 35.

The order of attachment of the first and second locking structures will depend upon the particular embodiment. For example, if the medial locking structure comprises a projection and recess which are roughly mirror images of the lateral locking structure, either the medial or the lateral end of the connector can be set first.

The connector 15 is preferably molded as an integral unit from any of a variety of plastics conventionally used for detachable component sunglass frames. Alternatively, the slot 75 can be milled as a post molding step. In a unitary lens embodiment, the lens is preferably injection molded from polycarbonate or other conventional material and cut or ground to produce the appropriate profile.

Since the connector 15 is attached to the lens 5 at only a relatively small portion of the top, side or bottom edge of lens 5, the shape of the top edge of the lens may be varied without regard to the shape of an upper frame. This can be advantageous in a variety of circumstances, such as for uses in which it is desirable to minimize obstacles to the range of vision at the upper portion of the lens.

For example, bicyclists tend to look through the uppermost portion of the lens and can be distracted or limited by an upper frame. In addition, the range of vision for each eye at the top of the field of vision does not necessarily follow a uniform curve having a continuous single radius. Thus, positioning a single arcuate upper frame sufficiently high that it optimizes the field of view can result in the use of unnecessary lens and frame material in regions where it extends beyond the upper range of vision.

By eliminating the need for a full upper frame, the present invention permits contouring of the upper edge of the lens in a manner that minimizes weight while maximizing protection of the wearer's full field of vision, and at the same time retaining all of the advantages of rapid interchangeability of components without the use of tools.

Referring to FIG. 5, there is disclosed a further embodiment in accordance with the present invention. A wire frame pair of eyeglasses 80 is disclosed, having a right lens 82 and a left lens 84 disposed in a wire frame 86. In a preferred embodiment, lenses 82 and 84 are removably disposed in the frame 86 to permit selective interchanging of lenses, as will be discussed.

Wire frame 86 is provided with a right mounting flange 89 and left mounting flange 91 for receiving connectors 88 and 90, respectively. Preferably, connectors 88 and 90 are removably secured to flanges 89 and 91, in the same manner as has been discussed in connection with FIGS. 1-4, supra.

Flanges 89 and 91 may be constructed of any of a variety of materials having sufficient structural strength to accomplish the intended function. However, in a preferred embodiment, the flanges 89 and 91 comprise a

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metal which is bondable to the metal used for the construction of the frame 86. A wide variety of metals are known in the art which may be utilized for the present purposes, including titanium, aluminum, nickel silver alloys, stainless steel, brass and various non-metal composites. These metals or other materials may be drawn into wire, or stamped from sheet stock, or otherwise molded or formed to create a frame 86 which may then be secured such as by soldering or brazing to flanges 89 and 91, which are preferably stamped from sheet stock, and thereafter provided with any desired curvature.

Preferably, the wire frame glasses 80 are provided with a nose piece 92 having a slot 94 extending along the upper surface thereof to receive a nose piece connector wire or flange 96. The nose piece connector wire 96 is preferably secured to the remainder of frame 86 by conventional brazing or soldering techniques. The foregoing construction permits the user interchangeability of nose pieces onto the wire frame 86, with the nose piece releasably retained in position by friction or interference fit structures, as will be apparent to one of skill in the art.

In accordance with a further embodiment of the detachable component wire frame glasses 80 of the present invention, there is provided a means for removably retining the lenses 82 and 84 within the wire frame 86. Referring to FIG. 6, there is disclosed a lens 84 mounted in a frame 86 which has been provided with a frame closure lock 98. Closure lock 98 may be provided at any location along the perimeter of lens 84, such as on the lateral end as illustrated, on a medial surface, or at the connection point between the frame 86 and the flange 91.

The closure lock 98 in the embodiment illustrated in FIG. 6 comprises a threaded barrel 100 secured to the frame 86. Threaded barrel 100 is axially aligned with a tubular sleeve 102 secured to an adjacent portion of frame 86. A discontinuity or space 103 is provided in the frame 86 between the threaded barrel 100 and sleeve 102, as will be understood by one of skill in the art.

A screw 104 extends axially through the sleeve 102 and into the threaded barrel 100. Tightening or loosening screw 104 will draw adjacent ends 106 and 108 of frame 86 towards each other or away from each other, thereby reducing or enlarging the circumference of the frame 86 which encircles lens 84.

In this manner, the circumference of frame 86 can be enlarged to release the lens 84 so that it may be interchanged with another lens having different refractive properties or different color densities or other design configurations.

A variety of alternative embodiments based upon the axially aligned barrel embodiment are contemplated herein. For example, the sleeve 102 or a flange need only have a sufficient axial length to support the screw 104. The screw 104 may be a conventional threaded machine screw, or may be a modified rod having one or more radially outwardly extending projections or a medical luer lock configuration.

A rod having a "T" shaped distal end can be inserted into a keyway in the opposing barrel, and rotation of the rod through an angle, e.g., of about 90° will move the "T" structure out of alignment with the keyway to prevent retraction of the rod. In general, any locking structure which involves a rod or pin which is rotatable from a first, aligned position to permit axial insertion into a keyway, and a second, nonaligned position to prevent retraction from the keyway will work.

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In any of the foregoing "barrel" embodiments of the closure lock, the closure lock structure can be located at any convenient point around the periphery of the lens. Preferably, the closure lock will be disposed on the posterior side of the flange 91.

Referring to FIG. 7, there is disclosed another embodiment of the frame closure lock in accordance with the present invention. In this embodiment, the frame is severed to provide two abutting ends 110 and 112 having a space therebetween. Each of ends 110 and 112 is provided with an outwardly extending projection 114 and 116, respectively. Once a lens 84 has been disposed within the wire frame 86, the ends 110 and 112 are manually drawn towards each other, and a retention clip 118 may be snapped over the projections 114 and 116 to retain the frame 86 in its reduced circumference configuration, thereby retaining the lens.

For this purpose, the contact surfaces between the abutment 114, 116 and the clip 118 are preferably configured in a manner that provides an interference fit to retain the clip 118 in place until the resilience of the clip 118 is overcome, such as by prying with a fingernail or removal tool. The contact surfaces between the clip 118 and abutments 114 and 116 will therefore be angled and toleranced in a manner that provides a sufficient resistance to removal of clip 118 that it will not be likely to come unconnected during normal use. Clip 118 may be constructed from metal, or from any of a wide variety of polymeric materials which are known in the sunglass manufacturing art.

In a variation of the foregoing, the nose piece, nose-piece connector 96 or flange 91 may be configured to function as clip 118, thereby permitting interchangeability of the lens by removing an eyeglass component. For example, one end 106 of frame 86 can be bonded to flange 91, and the space 103 provided in the frame at a point adjacent the connection to flange 91. The other end 108 can then be removably secured to the flange to accomplish the interchangeability of lenses.

The lens 84 and frame 86 may be provided with any of a variety of interlock structures which will become apparent to one of skill in the art in view of the disclosure herein. For example, the outer periphery of lens 84 in one embodiment is provided with a radially inwardly extending channel extending all the way around for receiving a wire frame 86 therein. Tightening of the frame closure lock 98 reduces the circumference of the wire 86 so that it rests in the channel formed around the circumference of the lens 84. In an alternate embodiment, the lens 84 is provided with a radially outwardly extending flange having the same or a reduced thickness compared to the remainder of the lens. The flange is received within a groove provided around the inside surface of the wire frame 86 to provide an interlock fit.

Thus, there has been provided in accordance with this aspect of the present invention a detachable component system having interchangeable left and right lenses, an interchangeable nose piece and interchangeable connectors for providing hinged support to a pair of removably secured earstems. Although described as a wire frame eyeglass 80, it is to be understood that the wire 86 can readily be replaced by stamped or rolled metal sheet stock or extruded or molded polymeric materials, which extend outwardly from the contact surface with the lens as far as is practical for a given purpose. For example, in an embodiment intended for use as protective eyewear, the frame 86 preferably extends a relatively large distance from side to side and

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from top to bottom to create a "mask" of metal or plastic which will provide sufficient eye protection for the intended application. In this manner, protective prescription lens eyewear may be provided for a wide variety of uses, ranging from surgery, welding, bicycle racing and others.

Although this invention has been described in terms of certain preferred embodiments, other embodiments that are apparent to those of ordinary skill in the art are also within the scope of this invention. Accordingly, the scope of this invention is intended to be limited only by the appended claims.

What is claimed is:

1. A connector for eyeglasses, for connecting one or more earstems to a lens, said connector comprising:
 - a main body with a lateral end and a medial end;
 - a lens receiving channel extending from the medial end in the direction of the lateral end;
 - a first interlock structure in the lateral end of the channel, said first interlock structure comprising a locking surface for engaging a corresponding locking surface on the lens for resisting vertical upward motion of the lateral end of the connector with respect to the lens, said locking surface on the first interlock structure comprising a ramped edge of a projection on the connector; and
 - a second interlock structure spaced apart from the lateral end of the channel.
2. A connector for eyeglasses as in claim 1, wherein the projection is integrally molded on the connector and extends within the channel in the medial direction.
3. A connector for eyeglasses as in claim 1, wherein the second interlock structure comprises a locking surface for releasably engaging a corresponding locking surface on the lens.
4. A connector for eyeglasses as in claim 1, wherein the second interlock structure comprises a projection within the channel for engaging a recess in the lens.
5. A connector for eyeglasses as in claim 4, wherein the second interlock structure comprises first and second projections on the connector extending toward each other from opposite sides of the channel.
6. An eyeglass, comprising a lens, an earstem, and at least one connector as defined in claim 1 for removably connecting the earstem to the lens.
7. A eyeglass as in claim 6, further comprising an earstem pivotally secured to the connector.
8. An eyeglass, comprising a lens, an earstem, and at least one connector as defined in claim 1 for removably connecting the earstem to the lens.
9. Sunglasses, comprising:

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a unitary transparent lens adapted to extend in the path of the wearer's left and right eye fields of vision; and

at least one connector as defined in claim 1 extending along a portion of an edge of said lens, said lens having at least one projection on the lens to interlock with said connector.

10. A sunglass as in claim 9, further comprising a second connector secured to said lens.

11. A sunglass as in claim 9, further comprising an earstem pivotally secured to said connector.

12. A sunglass as in claim 9, wherein said connector extends no more than about one-third of the way across a top edge of the lens.

13. A sunglass as in claim 9, wherein the connector extends no more than about one-fifth of the way across the top edge of the lens.

14. A sunglass as in claim 9, wherein said connector extends along at least a portion of the lateral edge of the lens.

15. A sunglass as in claim 9, wherein said connector extends along at least a portion of the bottom edge of the lens.

16. The connector of claim 1, further comprising an earstem pivotally secured to the connector.

17. A connector for eyeglasses, for connecting one or more earstems to a lens, said connector comprising:

- a main body with a lateral end and a medial end;
- a lens receiving channel extending from the medial end in the direction of the lateral end;
- a first interlock structure in the lateral end of the channel; and
- a second interlock structure spaced apart from the lateral end of the channel, said second interlock structure comprising a recess in the channel for receiving a projection on the lens.

18. An eyeglass, comprising:

a lens, said lens having a connector contacting surface having a projection at a lateral point thereon and a recess at a medial point thereon;

an earstem; and

at least one connector for connecting one or more earstems to a lens, said connector comprising a main body with a lateral end and a medial end; a lens receiving channel extending from the medial end in the direction of the lateral end; a first interlock structure in the lateral end of the channel; and a second interlock structure spaced apart from the lateral end of the channel, said connector for removably connecting the earstem to the lens.

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Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

Reg. No. 3,160,138

United States Patent and Trademark Office

Registered Oct. 17, 2006

**TRADEMARK
PRINCIPAL REGISTER**



FOX RACING, INC. (CALIFORNIA CORPORATION)
LEGAL AFFAIRS
18400 SUTTER BOULEVARD
MORGAN HILL, CA 95037

FOR: PROTECTIVE EYEWEAR, NAMELY SPECTACLES, PRESCRIPTION EYEWEAR, ANTI-GLARE GLASSES, SUNGLASSES, AND MOTORCYCLING GOGGLES AND THEIR PARTS AND ACCESSORIES, NAMELY REPLACEMENT LENSES, FRAMES, EARSTEMS, AND NOSE PIECES; CASES SPECIAL-

LY ADAPTED FOR SPECTACLES AND SUNGLASSES AND THEIR PARTS AND ACCESSORIES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 1-1-2005; IN COMMERCE 1-1-2005.

OWNER OF U.S. REG. NO. 2,232,648.

SN 78-471,337, FILED 8-20-2004.

MATTHEW PAPPAS, EXAMINING ATTORNEY

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

Oakley, Inc., a Washington corporation

(b) County of Residence of First Listed Plaintiff Orange County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Weeks, Kaufman, Nelson & Johnson, 462 Stevens Ave., #310,
Solana Beach, CA 92075 (858) 794-2140

DEFENDANTS

BIG 5 CORPORATION, a Delaware corporation and STYLE EYES OPTICS, a California corporation

County of Residence of First Listed Defendant Los Angeles County, CA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

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II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
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IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
35 U.S.C. section 271 and 281

Brief description of cause:

This is a case for patent infringement

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE see Notice of Related Cases

DOCKET NUMBER

DATE

8/8/08

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

153897

AMOUNT

\$ 350

APPLYING IFP

JUDGE

MAG. JUDGE

TRAC 8/11/08

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

153897 - TC

**August 11, 2008
16:05:55**

Civ Fil Non-Pris

USAO #.: 08CV1457

Judge.: JOHN A HOUSTON

Amount.: \$350.00 CK

Check#.: BC2230

Total-> \$350.00

FROM: OAKLEY, INC.
VS
BIG 5 CORP.